

Presentment Date and Time: January 17, 2013 at 12:00 p.m. (ET)
Objection Deadline: January 10, 2013 at 4:00 p.m. (ET)

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Gary S. Lee
Lorenzo Marinuzzi

*Counsel for the Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:	)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u>,	)	Chapter 11
)	
Debtors.	)	Jointly Administered
_____)	

**NOTICE OF PRESENTMENT OF DEBTORS' APPLICATION PURSUANT TO
BANKRUPTCY CODE SECTION 327(e), BANKRUPTCY RULE 2014 AND LOCAL
RULE 2014-1 FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF LOCKE LORD LLP AS LITIGATION COUNSEL
TO THE DEBTORS *NUNC PRO TUNC* TO SEPTEMBER 1, 2012 IN ACCORDANCE
WITH THE PRIOR ORDER AUTHORIZING THE EMPLOYMENT OF ORDINARY
COURSE PROFESSIONALS**

PLEASE TAKE NOTICE that the undersigned will present the attached *Application Pursuant to Bankruptcy Code Section 327(e), Bankruptcy Rule 2014 and Local Rule 2014-1 for Entry of an Order Authorizing the Retention and Employment of Locke Lord LLP as Litigation Counsel to the Debtors Nunc Pro Tunc to September 1, 2012 in Accordance with the Prior Order Authorizing the Employment of Ordinary Course Professionals* (the "Application"), to the Honorable Martin Glenn, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), Alexander Hamilton Custom

House, One Bowling Green, New York, New York 10004, Room 501, for signature on **January 17, 2013 at 12:00 p.m. (Prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Application must be made in writing, conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Notice, Case Management, and Administrative Procedures approved by the Bankruptcy Court [Docket No. 141], be filed electronically by registered users of the Bankruptcy Court's electronic case filing system, and be served, so as to be received no later than **January 10, 2013 at 4:00 p.m. (Prevailing Eastern Time)**, upon (a) counsel for the Debtors, Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, NY 10104 (Attn: Gary S. Lee and Lorenzo Marinuzzi); (b) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, NY 10004 (Attn: Tracy Hope Davis, Linda A. Riffkin, and Brian S. Masumoto); (c) the Office of the United States Attorney General, U.S. Department of Justice, 950 Pennsylvania Avenue NW, Washington, DC 20530-0001 (Attn: US Attorney General, Eric H. Holder, Jr.); (d) Office of the New York State Attorney General, The Capitol, Albany, NY 12224-0341 (Attn: Nancy Lord, Esq. and Enid N. Stuart, Esq.); (e) Office of the U.S. Attorney for the Southern District of New York, One St. Andrews Plaza, New York, NY 10007 (Attn: Joseph N. Cordaro, Esq.); (f) counsel for Ally Financial Inc., Kirkland & Ellis LLP, 153 East 53rd Street, New York, NY 10022 (Attn: Richard M. Cieri); (g) counsel to Barclays Bank PLC, as administrative agent for the DIP lenders, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, NY 10036 (Attn: Ken Ziman & Jonathan H. Hofer); (h) counsel for the committee of unsecured creditors, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Kenneth Eckstein & Greg Horowitz); (i) counsel for Ocwen Loan Servicing, LLC, Clifford Chance US LLP, 31 West 52nd Street, New York, NY 10019 (Attn: Jennifer C. DeMarco and Adam Lesman); (j) counsel for Berkshire Hathaway Inc.,

Munger, Tolles & Olson LLP, 355 South Grand Avenue, Los Angeles, CA 90071 (Attention: Thomas Walper and Seth Goldman); (k) Internal Revenue Service, P.O. Box 7346, Philadelphia, PA 19101-7346 (if by overnight mail, to 2970 Market Street, Mail Stop 5-Q30.133, Philadelphia, PA 19104-5016); and (l) Securities and Exchange Commission, New York Regional Office, 3 World Financial Center, Suite 400, New York, NY 10281-1022 (Attn: George S. Canellos, Regional Director).

PLEASE TAKE FURTHER NOTICE that, if no objections to the Application are timely filed, served and received in accordance with this Notice, the Court may enter the Order without further notice or hearing.

Dated: January 3, 2013
New York, New York

Respectfully submitted,

/s/ Gary S. Lee

Gary S. Lee
Lorenzo Marinuzzi

MORRISON & FOERSTER LLP
1290 Avenue of the Americas
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*Counsel for the Debtors and
Debtors in Possession*

Presentment Date and Time: January 17, 2013 at 12:00 p.m. (ET)
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Gary S. Lee
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*Counsel for the Debtors
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
RESIDENTIAL CAPITAL, LLC, <i>et al.</i> , ¹)	
	)	Case No. 12-12020 (MG)
Debtors.)	
	)	(Jointly Administered)

**DEBTORS' APPLICATION PURSUANT TO BANKRUPTCY CODE
SECTION 327(e), BANKRUPTCY RULE 2014 AND LOCAL RULE 2014-1
FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF LOCKE LORD LLP AS LITIGATION COUNSEL
TO THE DEBTORS *NUNC PRO TUNC* TO SEPTEMBER 1, 2012
IN ACCORDANCE WITH THE PRIOR ORDER AUTHORIZING
THE EMPLOYMENT OF ORDINARY COURSE PROFESSIONALS**

TO THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE:

The Debtors in the above-captioned cases hereby move for entry of an order pursuant to section 327(e) of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the "Bankruptcy Code"), Rule 2014 of the Federal Rules of Bankruptcy Procedures (the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are identified on Exhibit 1 to the *Affidavit of James Whitlinger, Chief Financial Officer of Residential Capital, LLC, in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 6] (the "Whitlinger Affidavit"). As used herein, the term "Debtors" includes any such entities.

“Bankruptcy Rules”), and Rule 2014-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”) for entry of an order authorizing the retention and employment of Locke Lord LPP (“Locke Lord”) as litigation counsel to the Debtors, *nunc pro tunc* to September 1, 2012 (the “Application”). In support of the Application, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of these cases and this Application is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are Bankruptcy Code section 327(e), Bankruptcy Rule 2014(a) and Local Rule 2014-1.

CASE BACKGROUND

3. On May 14, 2012 (the “Petition Date”), each of the Debtors filed a voluntary petition in this Court for relief under Chapter 11 of the Bankruptcy Code. The Debtors are managing and operating their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. These cases are being jointly administered pursuant to Bankruptcy Rule 1015(b). No trustee has been appointed in these Chapter 11 cases.

4. On May 16, 2012, the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed a nine-member official committee of unsecured creditors (the “Creditors’ Committee”).

5. On June 20, 2012, the Court directed that an examiner be appointed [Docket No. 454], and on July 3, 2012, the Court approved Arthur J. Gonzalez as the examiner [Docket No. 674].

6. The Debtors are a leading residential real estate finance company indirectly owned by Ally Financial Inc. (“AFI”), which is not a Debtor. The Debtors and their non-debtor affiliates operate the fifth largest mortgage servicing business and the tenth largest mortgage origination business in the United States. A more detailed description of the Debtors, including their business operations, their capital and debt structure, and the events leading to the filing of these bankruptcy cases, is set forth in the Whitlinger Affidavit.

APPLICATION BACKGROUND

7. On July 17, 2012, the Court entered the *Order Under Bankruptcy Code Sections 105(a), 327, and 330 and Bankruptcy Rule 2014 Authorizing Employment and Payment of Professionals Utilized in Ordinary Course of Business Nunc Pro Tunc to the Petition Date* [Docket No. 799] (the “OCP Order”).

8. The OCP Order authorized the Debtors’ retention of Locke Lord, among others (each, an “OCP”), in the ordinary course of business *nunc pro tunc* to the Petition Date, subject to each OCP’s compliance with the OCP Procedures (as defined and outlined in the OCP Order). *See* OCP Order, ¶ 2.

9. On August 7, 2012, pursuant to paragraph 3(b) of the OCP Order, Locke Lord filed its Affidavit of Disinterestedness sworn to by Thomas J. Cunningham, a partner of Locke Lord, along with the accompanying Retention Questionnaire [Docket No. 1032]. Because no objections to the retention of Locke Lord were filed, the retention of Locke Lord as an OCP was deemed approved as of the Petition Date.

10. The OCP Order provides that “[i]n the event an OCP reaches the OCP Case Limit (defined as \$500,000 per OCP during the pendency of these Chapter 11 cases), the OCP will

either file a retention application pursuant to section 327 of the Bankruptcy Code, or the Debtors shall seek to amend the OCP Case Limit.” *See* OCP Order, ¶ 3(c).

11. From the Petition Date through October 31, 2012, Locke Lord has accrued approximately \$722,757.60 in legal fees in connection with its representation of the Debtors in various litigation matters. \$227,666.38 of those legal fees have been paid to Locke Lord pursuant to the terms of the OCP Order as of the date of this Application. *See* Cunningham Declaration, ¶ 33. Locke Lord exceeded the OCP Case Limit in September 2012. In order for Locke Lord to continue to represent the Debtors in various litigation matters described in this motion, Locke Lord must be retained as litigation counsel to the Debtors pursuant to section 327(e) *nunc pro tunc* to September 1, 2012.

RELIEF REQUESTED

12. By this Application, and in accordance with the OCP Order, the Debtors seek entry of an order in the form attached as Exhibit 1 (the “Proposed Order”), pursuant to section 327(e) of the Bankruptcy Code, Bankruptcy Rule 2014(a) and Local Rule 2014-1 authorizing the Debtors to employ and retain Locke Lord as litigation counsel to the Debtors, *nunc pro tunc* to September 1, 2012. Locke Lord will coordinate with the Debtors and other parties representing the Debtors to ensure that the services provided by Locke Lord are complementary and not duplicative of services being provided by other counsel.

13. This Application is supported by the *Declaration of Thomas J. Cunningham in Support of Application Pursuant to Bankruptcy Code Section 327(e), Bankruptcy Rule 2014, and Local Rule 2014-1 for Entry of an Order Authorizing the Debtors’ Retention and Employment of Locke Lord LLP as Litigation Counsel to the Debtors Nunc Pro Tunc to September 1, 2012* (the “Cunningham Declaration”), attached hereto as Exhibit 2.

APPLICABLE AUTHORITY

14. Section 327(e) of the Bankruptcy Code states, in pertinent part:

The [debtor in possession], with the court's approval, may employ, for a specified special purpose, other than to represent the [debtor in possession] in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e).

15. When evaluating a proposed retention, a bankruptcy court “should exercise its discretionary power over the approval of professionals in a manner which takes into account the particular facts and circumstances surrounding each case and the proposed retention before making a decision.” Bank Brussels Lambert v. Coan (In re Arochem Corp.), 176 F.3d 610, 621 (2d Cir. 1999).(citation omitted).

RETENTION OF LOCKE LORD IS WARRANTED

16. Since 2004, Locke Lord has represented a number of the Debtors in a variety of legal matters, ranging from national class actions to contested foreclosures and responses to governmental inquiries and investigations. Currently, the Debtors have retained Locke Lord in approximately 80 separate litigation matters throughout the country, and the Debtors continue to retain Locke Lord as new matters arise during these Chapter 11 cases.

17. This years-long relationship between the Debtors and Locke Lord has rendered Locke Lord uniquely familiar with various types of legal issues that arise regularly during the Debtors' business operations. The retention of Locke Lord as litigation counsel capitalizes on these built-in efficiencies and Locke Lord's expertise by allowing the Debtors to receive effective and cost-efficient legal services. These benefits inure to the Debtors' estate, and thus,

the retention of Locke Lord as litigation counsel is in the “best interest of the estate” as required by section 327(e) of the Bankruptcy Code.

SCOPE OF SERVICES

18. As required by section 327(e) of the Bankruptcy Code, Locke Lord’s representation of the Debtors does not and will not involve representing the Debtors in these Chapter 11 cases. Subject to the Court’s approval of this Application, Locke Lord will render the following services to Debtors as litigation counsel:

- (a) Representation of the Debtors in connection with various class action and complex litigation matters. Work on these matters primarily involves monitoring them, as the claims against the Debtors are currently stayed. One of these cases, *Kral v. GMAC Mortgage*, is the subject of a motion to modify stay pending before the court as of the date of this Application;
- (b) Representation of the Debtors in connection with contested foreclosure matters, including borrowers’ affirmative defenses and counterclaims;
- (c) Representation of Trustees and other owners of loans secured by mortgages serviced by the Debtors in litigation involving those loans, including claims brought pursuant to the Truth in Lending Act, the Fair Credit Reporting Act, the Real Estate Settlement Procedures Act, the Equal Credit Opportunity Act, state consumer fraud statutes and other statutory and common law claims;
- (d) Representation of the Debtors in housing court matters in which municipalities seek to enforce their police powers with regard to properties in which the Debtors either have a current interest or may have had some interest in the past;
- (e) Representation of the Debtors in responding to governmental inquiries, including inquiries by the Department of Housing and Urban Development and the Texas Workforce Commission; and
- (f) Representation of the Debtors in offensive litigation in which one of the Debtors is a plaintiff and seeks affirmative relief against a defendant (for example, seeking to void a fraudulent release of mortgage or seeking a declaration of the Debtors’ interest in a particular parcel of property).

19. Locke Lord has agreed to render such services to the Debtors, and has been providing those services both pre-petition and post-petition as an OCP.

LOCKE LORD'S DISINTERESTEDNESS

20. To the best of the Debtors' knowledge, and except as set forth in the Cunningham

Declaration:

- (a) Neither Locke Lord nor any attorney at Locke Lord holds or represents an interest adverse to the Debtors' estates.
- (b) Neither Locke Lord nor any attorney at Locke Lord is or was a creditor or an insider of the Debtors, except that Locke Lord previously has rendered legal services to the Debtors for which it has been compensated as disclosed below.
- (c) Neither Locke Lord nor any attorney at Locke Lord is or was, within two years before the Petition Date, a director, officer, or employee of the Debtors.
- (d) Locke Lord does not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, or for any other reason.
- (e) No attorney at Locke Lord is related to any U.S. District Judge or U.S. Bankruptcy Judge for the Southern District of New York or to the U.S. Trustee for such district or to any known employee in the office thereof.

21. In view of the foregoing, the Debtors believe that, in satisfaction of section 327(e) of the Bankruptcy Code, Locke Lord is a "disinterested person" within the meaning of Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b).

22. Locke Lord has informed the Debtors that throughout these cases, Locke Lord will continue to conduct periodic conflicts analyses to determine whether it is performing or has performed services for any significant parties in interest in these cases and that it will promptly update this Application and disclose any material developments regarding the Debtors or any other pertinent relationships that come to Locke Lord's attention by way of a supplemental Declaration.

PROFESSIONAL COMPENSATION

23. Locke Lord intends to apply to the Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and the Local Bankruptcy Rules, and any orders issued by the Court in these cases related to the payment of professional fees.

24. The current hourly billing rates for Locke Lord professionals who spend significant time on these cases range from \$320 to \$600 for partners and of counsel, \$212 to \$380 for associates, and \$216 to \$238 for paralegals. During the time period between the Petition Date and October 31, 2012, the average hourly rate for Locke Lord professionals who provided services to the Debtors was \$396.35.

25. The Debtors, subject to the provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules, propose to pay Locke Lord these customary hourly rates in effect from time to time as set forth in the Cunningham Declaration. The Debtors submit that these rates are reasonable and are set at a level designed to compensate Locke Lord fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses.

26. Prior to any increases in Locke Lord's rates, Locke Lord will file a supplemental affidavit with the Court and provide ten business days' notice to the Debtors, the United States Trustee and any official committee. The supplemental affidavit will explain the basis for the requested rate increases in accordance with Section 330(a)(3)(F) of the Bankruptcy Code and state whether Locke Lord's client has consented to the rate increase.

27. Consistent with Locke Lord's policy with respect to its other clients, Locke Lord will continue to charge the Debtors for all other services provided and for other charges and disbursements incurred in the rendition of services, such as costs of telephone charges,

photocopying, travel, computerized research, messengers, couriers, postage, witness fees and other fees related to trials and hearings. Locke Lord will only seek reimbursement for such charges that permissible under the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the applicable guidelines established by the Office of the United States Trustee, and any orders entered by this Court regarding compensation and the reimbursement of expenses.

28. As of the Petition Date, Locke Lord held a retainer in the approximate amount of \$390,305.77, and had a prepetition claim against the Debtors' estate in the amount of \$118,123.98. Pursuant to the terms of the OCP Order, upon Locke Lord's deemed retention as an OCP, Locke Lord applied a portion of the retainer to satisfy its prepetition claim. Locke Lord has further applied the retainer to satisfy \$50,000 (the OCP Monthly Limit) in post-petition legal fees accrued during each of the months of May, June, July, August and September. As of this filing, the retainer balance is approximately \$44,515.43

29. Other than as set forth above and in the Cunningham Declaration, no arrangement is proposed between the Debtors and Locke Lord for compensation to be paid in these Chapter 11 cases and no agreement or understanding exists between Locke Lord and any other entity for the sharing of compensation received or to be received for services rendered in or in connection with these cases.

30. The Debtors submit that the engagement and retention of Locke Lord on the terms and conditions set forth herein and in the Cunningham Declaration is necessary and in the best interests of the Debtors, their estates, and their creditors and should be approved.

NOTICE

31. Notice of this Application will be given to the following parties, or in lieu thereof, to their counsel: (a) the Office of the U.S. Trustee for the Southern District of New York; (ii) the Office of the United States Attorney General; (c) the Office of the New York Attorney General; (d) the Office of the United States Attorney for the Southern District of New York; (e) the Internal Revenue Service; (f) the Securities and Exchange Commission; (g) each of the Debtors' prepetition lenders, or their agents, if applicable; (h) each of the indenture trustees for the Debtors' outstanding notes issuances; (i) Ally Financial, Inc.; (j) Barclays Bank PLC, as administrative agent for the lender under the debtor in possession financing facility; (k) counsel for Ocwen Loan Servicing, LLC, Clifford Chance US LLP, 31 West 52nd Street, New York, NY 10019 (Attn: Jennifer C. DeMarco and Adam Lesman); and (l) the Creditors' Committee; and (m) all parties requesting notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.

NO PRIOR REQUEST

32. No previous motion for the relief sought herein has been made to this or any other court.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an order approving the Debtors' employment of Locke Lord as litigation counsel pursuant to 11 U.S.C. § 327(e) and Fed. R. Bankr. P. 2014(a), and granting such further relief as this Court deems just and proper.

Dated: January 3, 2013

RESIDENTIAL CAPITAL, LLC
on behalf of itself and each
of its Debtor subsidiaries

By: /s/ Tammy Hamzehpour
Name: Tammy Hamzehpour
Title: General Counsel

EXHIBIT 1

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
	)	Chapter 11
RESIDENTIAL CAPITAL, LLC, <i>et al.</i> , ¹)	
	)	Case No. 12-12020 (MG)
)	
Debtors.	)	(Jointly Administered)
)	

**ORDER UNDER SECTION 327(e) OF THE BANKRUPTCY CODE, BANKRUPTCY
RULE 2014(a) AND LOCAL RULE 2014-1 AUTHORIZING THE RETENTION AND
EMPLOYMENT OF LOCKE LORD LLP AS LITIGATION COUNSEL TO THE
DEBTORS *NUNC PRO TUNC* TO SEPTEMBER 1, 2012**

Upon the application (the “Application”)² of the Debtors for entry of an order, under Bankruptcy Code section 327(e), Bankruptcy Rule 2014(a) and Local Rule 2014-1, authorizing, but not directing, the Debtors to employ and retain Locke Lord LLP (“Locke Lord”) as litigation counsel to the Debtors, *nunc pro tunc* to September 1, 2012, and as more fully described in the Application; and upon consideration of the Cunningham Declaration; and it appearing that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue in these Chapter 11 cases and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this proceeding on the Application is a core proceeding pursuant to 28 U.S.C. § 157(b); and sufficient notice of the Application having been given under the circumstances; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Application is in the best interests of

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are identified on Exhibit 1 to the *Affidavit of James Whitlinger, Chief Financial Officer of Residential Capital, LLC, in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 6] (the “Whitlinger Affidavit”). As used herein, the term “Debtors” includes any such entities.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application. Creditors and parties-in-interest with questions or concerns regarding the Debtors’ Chapter 11 cases or the relief granted herein may refer to <http://www.kccclcc.net/rescap> for additional information.

the Debtors' estates, their creditors and other parties in interest; and after due deliberation thereon; and sufficient cause appearing therefore, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Application is GRANTED as set forth herein.
2. In accordance with section 327(e) of the Bankruptcy Code, Bankruptcy Rule 2014 and Local Rule 2014-1, the Debtors are authorized to employ and retain Locke Lord on the terms set forth in the Application and the Cunningham Declaration.
3. As litigation counsel, Locke Lord is authorized to provide the following services in connection with the Debtors' cases:
 - (a) Representation of the Debtors in connection with various class action and complex litigation matters. Work on these matters primarily involves monitoring them as the claims against the Debtors are currently stayed. One of these cases, *Kral v. GMAC Mortgage*, is the subject of a motion to modify stay pending before the court as of the date of this Application;
 - (b) Representation of the Debtors in connection with contested foreclosure matters, including borrowers' affirmative defenses and counterclaims;
 - (c) Representation of Trustees and other owners of loans secured by mortgages serviced by the Debtors in litigation involving those loans, including claims brought pursuant to the Truth in Lending Act, the Fair Credit Reporting Act, the Real Estate Settlement Procedures Act, the Equal Credit Opportunity Act, state consumer fraud statutes and other statutory and common law claims;
 - (d) Representation of the Debtors in housing court matters in which municipalities seek to enforce their police powers with regard to properties in which the Debtors either have a current interest or may have had some interest in the past;
 - (e) Representation of the Debtors in responding to governmental inquiries, including inquiries by the Department of Housing and Urban Development and the Texas Workforce Commission; and
 - (f) Representation of the Debtors in offensive litigation in which one of the Debtors is a plaintiff and seeks affirmative relief against a defendant (for example, seeking to void a fraudulent release of mortgage or seeking a declaration of the Debtors' interest in a particular parcel of property).

4. Locke Lord shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professional in these Chapter 11 cases.

5. Locke Lord will coordinate with Morrison & Foerster to create and utilize task codes assigned by Morrison & Foerster for the matters which Locke Lord will be handling in an effort to assist the Court and other parties in interest in monitoring any duplication of efforts.

6. If the Debtors request that Locke Lord provide additional advice on matters substantially associated with the subject matter of Locke Lord's retention but not specifically enumerated herein, in the Application or in the Cunningham Declaration, Locke Lord shall advise the U.S. Trustee and the Committee to the extent possible of such additional matters, recognizing that such professional must protect attorney-client and other privileges.

7. Such other services as may be requested by the Debtors and agreed to by Locke Lord shall be subject to separate approval by Court order.

8. Locke Lord shall apply for compensation and reimbursement of expenses incurred following September 1, 2012 in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, such Bankruptcy Rules and Local Rules as may then be applicable from time to time, the United States Trustee's Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses and any additional procedures that may be established by order of this Court.

9. Prior to any increases in Locke Lord's rates as set forth in the Application, Locke Lord shall file a supplemental affidavit with the Court and provide ten business days' notice to the Debtors, the United States Trustee and any official committee. The supplemental affidavit shall explain the basis for the requested rate increases in accordance with Section 330(a)(3)(F) of the Bankruptcy Code and state whether Locke Lord's client has consented to the rate increase.

The United States Trustee retains all rights to object to any rate increase on all grounds, including, but not limited to, the reasonableness standard provided for in Section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to Section 330 of the Bankruptcy Code.

10. Locke Lord shall apply any remaining amounts of its prepetition retainer as a credit towards postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to the first Order of the Court awarding fees and expenses to Locke Lord.

11. The Debtors are authorized, empowered and directed to take all actions necessary to implement the relief granted pursuant to this Order.

12. To the extent there may be any inconsistency between the terms of the Application, the Cunningham Declaration, and this Order, the terms of this Order shall govern.

13. Notwithstanding anything herein to the contrary, this Order shall not modify or affect the terms and provisions of, nor the rights and obligations under, (a) the Board of Governors of the Federal Reserve System Consent Order, dated April 13, 2011, by and among AFI, Ally Bank, ResCap, GMAC Mortgage, LLC, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation, (b) the consent judgment entered April 5, 2012 by the District Court for the District of Columbia, dated February 9, 2012, (c) the Order of Assessment of a Civil Money Penalty Issued Upon Consent Pursuant to the Federal Deposit Insurance Act, as amended, dated February 10, 2012, and (d) all related agreements with AFI and Ally Bank and their respective subsidiaries and affiliates.

14. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

Dated: _____
New York, New York

The Honorable Martin Glenn
United States Bankruptcy Judge

EXHIBIT 2

Cunningham Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
RESIDENTIAL CAPITAL, LLC, <i>et al.</i> , ¹	)	Case No. 12-12020 (MG)
)	
Debtors.	)	(Jointly Administered)
)	

**DECLARATION OF THOMAS J. CUNNINGHAM IN SUPPORT OF
APPLICATION PURSUANT TO BANKRUPTCY CODE SECTION 327(e),
BANKRUPTCY RULE 2014 AND LOCAL RULE 2014-1 FOR ENTRY
OF AN ORDER AUTHORIZING THE DEBTORS' RETENTION AND
EMPLOYMENT OF LOCKE LORD LLP AS LITIGATION COUNSEL
TO THE DEBTORS *NUNC PRO TUNC* TO SEPTEMBER 1, 2012**

Pursuant to sections 327 and 329 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(b) and 28 U.S.C. § 1746, Thomas J. Cunningham declares:

1. I am a partner of the firm of Locke Lord LLP ("Locke Lord" or the "Firm"),² which maintains an office for the practice of law at, among other locations, 111 South Wacker Drive, Chicago, Illinois 60606. I am admitted, practicing and a member in good standing of the bars of the State of Illinois, the State of California, the United States District Court for the Northern District of Illinois and numerous other federal district courts, circuit courts of appeal, and the United States Supreme Court.

2. I submit this declaration (the "Declaration") in support of the Debtors' Application Pursuant to Bankruptcy Code Section 327(e), Bankruptcy Rule 2014 and Local Rule 2014-1 for Entry of an Order Authorizing the Debtors' Retention and Employment of Locke

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are identified on Exhibit 1 to the *Affidavit of James Whitlinger, Chief Financial Officer of Residential Capital, LLC, in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 6] (the "Whitlinger Affidavit"). As used herein, the term "Debtors" includes any such entities.

² Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Application (as defined herein).

Lord LLP as Litigation Counsel to the Debtors *Nunc Pro Tunc* to September 1, 2012 (the “Application”) filed concurrently herewith by the Debtors.

3. Except as otherwise indicated, I have personal knowledge of the matters set forth herein, upon records maintained by Locke Lord in the ordinary course of business and which have been reviewed by me and/or by other partners or employees at Locke Lord at my direction, or upon information known by other partners or employees of Locke Lord and conveyed to me. The facts set forth herein are also based on a review (described below) of certain categories of parties identified by Morrison & Foerster LLP (“Morrison & Foerster”), the Debtors’ general bankruptcy counsel, on November 5, 2012, and thereafter supplemented as needed, setting forth certain of the creditors and other parties in interest of the Debtors in their Chapter 11 cases. This review was performed by the persons within Locke Lord with administrative responsibility for maintaining records of our representations, and their work was reviewed by me and/or by other partners or employees of Locke Lord at my direction.

4. If I were called to testify, I could and would testify competently to the facts set forth herein based *inter alia* upon the aforesaid review and input. I am authorized to submit this Declaration on behalf of Locke Lord.

LOCKE LORD’S QUALIFICATIONS

5. Since 2004, Locke Lord has represented a number of the Debtors in a variety of legal matters, including class actions to contested foreclosures, related compliance advice, and responses to governmental inquiries and investigations. Currently, the Debtors have retained Locke Lord in approximately 80 separate legal matters throughout the country, and the Debtors continue to retain Locke Lord pursuant to the OCP Order as new matters arise during these Chapter 11 cases.

SCOPE OF SERVICES

6. This years-long relationship between the Debtors and Locke Lord has rendered Locke Lord uniquely familiar with various types of legal issues that arise regularly during the Debtors' business operations. As such, I believe that the retention of Locke Lord as litigation counsel capitalizes on these built-in efficiencies and Locke Lord's expertise by allowing the Debtors to receive effective and cost-efficient legal services. I also believe that these benefits will inure to the Debtors' estate

7. Locke Lord's representation of the Debtors does not and will not involve representing the Debtors in these Chapter 11 cases.

8. Subject to the Court's approval of the Application, Locke Lord will render the following services to Debtors as litigation counsel:

- (a) Representation of the Debtors in connection with various class action and complex litigation matters. Work on these matters primarily involves monitoring them as the claims against the Debtors are currently stayed. One of these cases, *Kral v. GMAC Mortgage*, is the subject of a motion to modify stay pending before the court as of the date of this Application;
- (b) Representation of the Debtors in connection with contested foreclosure matters, including borrowers' affirmative defenses and counterclaims;
- (c) Representation of Trustees and other owners of loans secured by mortgages serviced by the Debtors in litigation involving those loans, including claims brought pursuant to the Truth in Lending Act, the Fair Credit Reporting Act, the Real Estate Settlement Procedures Act, the Equal Credit Opportunity Act, state consumer fraud statutes and other statutory and common law claims;
- (d) Representation of the Debtors in housing court matters in which municipalities seek to enforce their police powers with regard to properties in which the Debtors either have a current interest or may have had some interest in the past;
- (e) Representation of the Debtors in responding to governmental inquiries, including inquiries by the Department of Housing and Urban Development and the Texas Workforce Commission; and
- (f) Representation of the Debtors in offensive litigation in which one of the Debtors is a plaintiff and seeks affirmative relief against a defendant (for example, seeking

to void a fraudulent release of mortgage or seeking a declaration of the Debtors' interest in a particular parcel of property).

9. Locke Lord is willing to act on behalf of, and render such services to, the Debtors, upon the terms set forth in the Application.

10. I understand that Morrison & Foerster will represent the Debtors in connection with the financial restructuring of the Debtors and bankruptcy-specific issues. Because Locke Lord is not serving as the Debtors' bankruptcy counsel, it is Locke Lord's position that Locke Lord has rendered "services . . . in contemplation of, or in connection with the case" within the meaning of section 329(a) of the Bankruptcy Code. Locke Lord's post-September 1, 2012 work will be comprised of continuing to represent the Debtors in connection with the matters outlined in paragraph 8 of this Declaration. Accordingly, the services rendered by Locke Lord and functions to be performed by Locke Lord will not be duplicative of any bankruptcy-related work performed by Morrison & Foerster.

11. As a result of the foregoing, I believe that Locke Lord is qualified to represent the Debtors as litigation counsel pursuant to section 327(e) of the Bankruptcy Code.

LOCKE LORD'S DISINTERESTEDNESS

12. To the best of my knowledge, except as set forth herein, the partners and associates of Locke Lord (a) do not have any connection with the Debtors or their affiliates, their creditors, the United States Trustee or any person employed in the office of the United States Trustee, or any other significant party-in-interest, or their respective attorneys and accountants except as otherwise set forth herein, (b) are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, and (c) do not hold or represent any interest adverse to the Debtors' estates.

13. In preparing this Declaration, we used a set of procedures established by Locke Lord to ensure compliance with the requirements of the Bankruptcy Code and the Bankruptcy Rules regarding retention of professionals by a debtor under the Bankruptcy Code.

14. In that regard, Locke Lord obtained from the Debtors the Conflicts Checklist, which set forth certain of the creditors and other parties in interest of the Debtors in their Chapter 11 cases. These parties (the “Potential Parties in Interest”) are listed on Schedule 1 attached hereto.

15. Locke Lord maintains and systematically updates its conflict check system in the regular course of its business, and it is the regular practice of Locke Lord to make and maintain these records. The conflict check maintained by Locke Lord is designed to include: (i) every matter on which it is now or has been engaged; (ii) the entity by which it is now or has been engaged; (iii) the identity of related parties; (iv) the identity of adverse parties; and (v) the attorney at Locke Lord that is knowledgeable about the matter. It is the policy of Locke Lord that no new matter may be accepted or opened within the firm without completing and submitting to those charged with maintaining the conflict check system the information necessary to check each such matter for conflicts, including the identity of the prospective client, the matter, and the related and adverse parties. Accordingly, the database is updated for every new matter undertaken by Locke Lord. The scope of the system is a function of the completeness and accuracy of the information submitted by the attorney opening a new matter.

16. Through the procedures set forth above, Locke Lord has determined that it has in the past represented, currently represents, and/or may in the future represent, in matters wholly unrelated to these cases, certain Potential Parties in Interest. Schedule 2 sets forth those Potential Parties in Interest who are current clients of the Firm, or who are former clients of the Firm but

from whom the Firm has received fees in the past twenty-four months. Locke Lord has not in the past represented any Potential Party in Interest, including those set forth in Schedule 2, in any matter adverse to the Debtors and will not do so during the Debtors' bankruptcy cases.

17. Insofar as I have been able to ascertain, neither I, Locke Lord, nor any partner, associate or other counsel associated with Locke Lord, has in the past represented any Potential Party in Interest, except as set forth herein.

18. I do not believe that there is any connection or interest (as such terms are used in section 101(14)(C) of the Bankruptcy Code and Bankruptcy Rule 2014(a)) between Locke Lord and (i) the United States Trustee or any person employed by the Office of the United States Trustee, or (ii) any counsel, accountants, financial consultants and investment bankers who represent or may represent claimants or other parties in interest in these cases. In addition, as part of its practice, Locke Lord appears in cases, proceedings, and transactions involving many different attorneys, co-counsel, accountants, financial consultants and investment bankers, some of which now or may in the future represent claimants and parties in interest in these cases. Locke Lord has not and will not represent any such entities in relation to the Debtors and these chapter 11 cases nor have any relationship with any such entities that would be adverse to the Debtors or their estates in the matters upon which Locke Lord is to be employed.

19. Neither Locke Lord nor any attorney or employee at the Firm is or was a creditor, an equity holder, or an insider of the Debtors, except that Locke Lord previously rendered legal services to the Debtors for which it was compensated.

20. Neither Locke Lord nor any attorney or employee at the Firm is or was, within two years before the Petition Date, a director, officer or employee of the Debtors.

21. Locke Lord does not have an interest materially adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders by reason of any direct or indirect relationship to, or connection with, the Debtors, or for any other reason.

22. No attorney at Locke Lord is related to any U.S. District Judge or U.S. Bankruptcy Judge for the Southern District of New York or to the U.S. Trustee for such district or to any known employee in the officer thereof.

SPECIFIC DISCLOSURES

23. As specifically set forth below and in the annexed exhibits, Locke Lord represents or has represented certain of the Debtors' creditors and other parties in interest in ongoing matters unrelated to the Debtors and these chapter 11 cases. None of the representations described herein are materially adverse to the interests of the Debtors' estates. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Locke Lord is not disqualified from acting as the Debtors' litigation counsel merely because it represents the Debtors' creditors, equity security holders or other parties in interest in matters unrelated to these chapter 11 cases.

24. Locke Lord has in the past represented various affiliates of the Debtors identified on Schedule 2 in matters related to the Debtors. Locke Lord has represented Ally Financial, Inc. in lawsuits related to the servicing of mortgages by Debtors GMAC Mortgage, LLC and Homecomings Financial, LLC. In these cases, plaintiffs typically incorrectly named Ally Financial, Inc. as a defendant even though the conduct at issue in the case related solely to the servicing of their mortgage by GMAC Mortgage, LLC. In these instances, GMAC Mortgage, LLC retained Locke Lord to represent both itself and Ally Financial, Inc. All of those matters are now complete and closed with the exception of one (described herein).

25. In *Nora v. Residential Funding Company, LLC*; *RFC Trust 03 Loan Pool Number RASC2002KSSCONF*; *GMAC-RFC Holding Company, LLC*; *Residential Capital, LLC*; *GMAC*

Mortgage, LLC; Homecomings Financial, LLC; GMAC Mortgage Group, LLC; Ally Financial, Inc.; GMAC Financial Services; Cerberus Capital Management, L.P.; Mortgage Electronic Registration Systems, Inc.; Aegis Mortgage Corporation; Gray & Associates, LLP; Jay Pitner; Michael Riley; William N. Foshag; Bass & Moglowsky; David M. Potteiger; Penny M. Gentges; Jeffrey Stephan; Kenneth Urgwuadu; Manish Verma; and Amy Nelson, No. 3:10-cv-00748-wmc (WD WI) (the “**Nora Case**”), Locke Lord was retained by GMAC Mortgage, LLC to represent Residential Funding Company, LLC, RFC Trust 03 Loan Pool Number RASC2002KSSCONF; GMAC-RFC Holding Company, LLC; Residential Capital, LLC; GMAC Mortgage, LLC; Homecomings Financial, LLC; GMAC Mortgage Group, LLC; Ally Financial, Inc.; GMAC Financial Services; Mortgage Electronic Registration Systems, Inc.; Kenneth Urgwuadu; and Manish Verma. The *Nora* case involves allegations related to the servicing and foreclosure of the Plaintiff’s mortgage loan by GMAC Mortgage, LLC, and is not subject to the automatic stay in the Debtors’ chapter 11 case because it falls within the relief provided by the *Final Order Under Sections 105(A), 362, 363, 1107(A) And 1108 Of The Bankruptcy Code (I) Authorizing The Debtors To Continue In The Ordinary Course Of Business (A) Servicing Non-Governmental Association Loans, And (B) Sale Activities Related To Certain Loans In Foreclosure And Real Estate Owned Property, And (II) Granting Limited Stay Relief To Enable Borrowers To Assert Direct Claims And Related Counter-Claims In Foreclosure And Eviction Proceedings* [Docket No. 402]. The *Nora* case was filed on November 30, 2010 and dismissed on October 7, 2012. On October 26, 2012, the Plaintiff filed a motion for reconsideration and a motion to vacate the judgment. Oppositions to those motions were filed on November 13, 2012. Those motions were pending as of the date of the Application.

26. Locke Lord has determined that it has represented in the past, currently represents and may in the future represent the parties identified on Schedule 2 in matters unrelated to the

Debtors. None of the fees from any of those parties represented more than one percent (1%) of Locke Lord's fee receipts for the last twenty-four months.

27. Other than as set forth above and herein, as of the date of this Declaration, I am not aware of any creditors of the Debtors or other Potential Parties in Interest that the Firm currently represents on matters unrelated to the Debtors or their chapter 11 cases.

28. Locke Lord has instituted and is carrying on further inquiries of its partners and associates with respect to the matters contained herein. Locke Lord will file supplemental declarations regarding this retention if any additional relevant information comes to its attention.

29. In view of the foregoing, Locke Lord is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code.

**PAYMENTS RECEIVED BY LOCKE LORD DURING
THE NINETY DAYS PRIOR TO THE PETITION DATE**

30. On February 14, 2012 (ninety days before the Petition Date) Locke Lord did not hold any retainer.

31. On May 4, 2012, Locke Lord received a retainer in the total amount of \$400,000.00.

32. During the ninety-day period preceding the Petition Date, Locke Lord received the following payments from the Debtors:

Date Paid	Amount Paid	Invoice Numbers	Invoice Date	Period of Time Covered by Invoice	Invoice Amount Billed	Amount Paid per Invoice
2/14/12	9,605.70	912373	12/21/11	11/1/11-11/30/11	9,605.70	9,605.70
2/14/12	9,586.80	912380	12/21/11	11/1/11-11/30/11	9,586.80	9,586.80
2/14/12	3,248.40	912370	12/21/11	11/1/11-11/30/11	3,248.40	3,248.40
3/23/12	3,573.10	926359	3/16/12	2/1/12-2/29/12	3,573.10	3,573.10
3/23/12	3,450.40	926368	3/16/12	2/1/12-2/29/12	3,450.40	3,450.40
3/23/12	2,202.20	926356	3/16/12	2/1/12-2/29/12	2,202.20	2,202.20
3/23/12	2,118.00	926361	3/16/12	2/1/12-2/29/12	2,118.00	2,118.00

Date Paid	Amount Paid	Invoice Numbers	Invoice Date	Period of Time Covered by Invoice	Invoice Amount Billed	Amount Paid per Invoice
3/23/12	2,116.00	926354	3/16/12	2/1/12-2/29/12	2,116.00	2,116.00
3/23/12	1,057.50	926350	3/16/12	2/1/12-2/29/12	1,057.50	1,057.50
3/23/12	817.00	926347	3/16/12	2/1/12-2/29/12	817.00	817.00
3/23/12	586.00	926338	3/16/12	2/1/12-2/29/12	586.00	586.00
3/23/12	381.00	926348	3/16/12	2/1/12-2/29/12	381.00	381.00
3/23/12	363.90	926342	3/16/12	2/1/12-2/29/12	363.90	363.90
3/27/12	11,238.20	917215	1/25/12	12/1/11-12/31/11	11,238.20	11,238.20
3/27/12	8,710.00	917217	1/25/12	12/1/11-12/31/11	8,710.00	8,710.00
3/27/12	8,383.95	917207	1/25/12	12/1/11-12/31/11	8,383.95	8,383.95
3/27/12	6,763.64	917208	1/25/12	12/1/11-12/31/11	6,763.64	6,763.64
3/27/12	6,222.00	917219	1/25/12	12/1/11-12/31/11	6,222.00	6,222.00
3/27/12	6,055.20	917210	1/25/12	12/1/11-12/31/11	6,055.20	6,055.20
3/27/12	5,906.10	917209	1/25/12	12/1/11-12/31/11	5,906.10	5,906.10
3/27/12	5,454.23	917213	1/25/12	12/1/11-12/31/11	5,990.23	5,454.23
3/27/12	4,341.89	917206	1/25/12	12/1/11-12/31/11	4,341.89	4,341.89
3/27/12	3,925.60	917220	1/25/12	12/1/11-12/31/11	3,925.60	3,925.60
3/27/12	2,995.20	917227	1/25/12	12/1/11-12/31/11	2,995.20	2,995.20
3/27/12	2,872.80	917228	1/25/12	12/1/11-12/31/11	2,872.80	2,872.80
3/27/12	2,350.80	917212	1/25/12	12/1/11-12/31/11	2,350.80	2,350.80
3/27/12	1,634.40	917218	1/25/12	12/1/11-12/31/11	1,634.40	1,634.40
3/27/12	1,310.00	917225	1/25/12	12/1/11-12/31/11	1,310.00	1,310.00
3/27/12	940.80	917214	1/25/12	12/1/11-12/31/11	940.80	940.80
3/27/12	832.40	917201	1/25/12	12/1/11-12/31/11	832.40	832.40
3/27/12	827.20	917222	1/25/12	12/1/11-12/31/11	827.20	827.20
3/27/12	570.40	917301	1/25/12	12/1/11-12/31/11	570.40	570.40
3/27/12	496.40	917211	1/25/12	12/1/11-12/31/11	496.40	496.40
3/27/12	427.60	917204	1/25/12	12/1/11-12/31/11	427.60	427.60
3/27/12	374.40	917203	1/25/12	12/1/11-12/31/11	374.40	374.40
3/27/12	348.00	917216	1/25/12	12/1/11-12/31/11	348.00	348.00
3/27/12	270.00	917226	1/25/12	12/1/11-12/31/11	270.00	270.00
3/27/12	184.61	917202	1/25/12	12/1/11-12/31/11	184.61	184.61
3/27/12	142.00	917205	1/25/12	12/1/11-12/31/11	142.00	142.00
3/29/12	9,048.62	926352	3/16/12	2/1/12-2/29/12	9,048.62	9,048.62
3/29/12	8,718.90	926336	3/16/12	2/1/12-2/29/12	8,718.90	8,718.90
3/29/12	7,362.20	926353	3/16/12	2/1/12-2/29/12	7,362.20	7,362.20
3/29/12	6,903.00	926333	3/16/12	2/1/12-2/29/12	6,903.00	6,903.00
3/29/12	6,832.44	926341	3/16/12	2/1/12-2/29/12	6,832.44	6,832.44
3/29/12	4,915.11	926339	3/16/12	2/1/12-2/29/12	4,915.11	4,915.11

Date Paid	Amount Paid	Invoice Numbers	Invoice Date	Period of Time Covered by Invoice	Invoice Amount Billed	Amount Paid per Invoice
3/29/12	3,675.10	926355	3/16/12	2/1/12-2/29/12	3,675.10	3,675.10
3/29/12	3,555.60	926345	3/16/12	2/1/12-2/29/12	3,555.60	3,555.60
3/29/12	2,830.55	926335	3/16/12	2/1/12-2/29/12	2,830.55	2,830.55
3/29/12	1,045.70	926358	3/16/12	2/1/12-2/29/12	1,045.70	1,045.70
3/29/12	850.50	926365	3/16/12	2/1/12-2/29/12	850.50	850.50
3/29/12	175.50	926334	3/16/12	2/1/12-2/29/12	175.50	175.50
3/29/12	51.00	926337	3/16/12	2/1/12-2/29/12	51.00	51.00
3/30/12	30,957.00	920189	2/14/12	1/1/12-1/31/12	30,957.00	30,957.00
3/30/12	26,312.50	920174	2/14/12	1/1/12-1/31/12	26,312.50	26,312.50
3/30/12	15,236.70	920194	2/14/12	1/1/12-1/31/12	15,236.70	15,236.70
3/30/12	13,872.50	920161	2/14/12	1/1/12-1/31/12	13,872.50	13,872.50
3/30/12	8,576.30	920168	2/14/12	1/1/12-1/31/12	8,576.30	8,576.30
3/30/12	5,939.70	920205	2/14/12	1/1/12-1/31/12	5,939.70	5,939.70
3/30/12	3,942.60	920351	2/14/12	1/1/12-1/31/12	3,942.60	3,942.60
3/30/12	3,640.30	920178	2/14/12	1/1/12-1/31/12	3,640.30	3,640.30
3/30/12	3,057.30	920208	2/14/12	1/1/12-1/31/12	3,057.30	3,057.30
3/30/12	2,824.43	920171	2/14/12	1/1/12-1/31/12	2,824.43	2,824.43
3/30/12	2,202.20	920163	2/14/12	1/1/12-1/31/12	2,202.20	2,202.20
3/30/12	2,013.80	920203	2/14/12	1/1/12-1/31/12	2,013.80	2,013.80
3/30/12	1,669.10	920197	2/14/12	1/1/12-1/31/12	1,669.10	1,669.10
3/30/12	1,333.70	920212	2/14/12	1/1/12-1/31/12	1,333.70	1,333.70
3/30/12	673.50	920182	2/14/12	1/1/12-1/31/12	673.50	673.50
3/30/12	526.50	920162	2/14/12	1/1/12-1/31/12	526.50	526.50
3/30/12	467.90	920192	2/14/12	1/1/12-1/31/12	467.90	467.90
3/30/12	450.30	920214	2/14/12	1/1/12-1/31/12	450.30	450.30
3/30/12	255.00	920187	2/14/12	1/1/12-1/31/12	255.00	255.00
3/30/12	119.00	920175	2/14/12	1/1/12-1/31/12	119.00	119.00
3/30/12	117.00	920165	2/14/12	1/1/12-1/31/12	117.00	117.00
3/30/12	59.00	920180	2/14/12	1/1/12-1/31/12	59.00	59.00
4/9/12	14,312.70	926360	3/16/12	2/1/12-2/29/12	15,797.50	14,312.70
4/9/12	13,880.00	926366	3/16/12	2/1/12-2/29/12	13,880.00	13,880.00
4/9/12	9,834.10	926340	3/16/12	2/1/12-2/29/12	9,834.10	9,834.10
4/9/12	2,739.70	926364	3/16/12	2/1/12-2/29/12	3,051.10	2,739.70
4/9/12	1,681.70	928432	3/27/12	2/1/12-2/29/12	1,822.10	1,681.70
4/19/12	33,133.40	926351	3/16/02	2/1/12-2/29/12	33,133.40	33,133.40
4/19/12	12,554.10	931329	4/11/12	3/1/12-3/31/12	12,554.10	12,554.10
4/19/12	10,005.90	930650	4/9/12	3/1/12-3/31/12	10,005.90	10,005.90
4/19/12	7,333.60	931328	4/11/12	3/1/12-3/31/12	7,333.60	7,333.60

Date Paid	Amount Paid	Invoice Numbers	Invoice Date	Period of Time Covered by Invoice	Invoice Amount Billed	Amount Paid per Invoice
4/19/12	7,236.80	931327	4/11/12	3/1/12-3/31/12	7,236.80	7,236.80
4/19/12	6,186.50	931336	4/11/12	3/1/12-3/31/12	6,186.50	6,186.50
4/19/12	5,740.80	931655	4/12/12	3/1/12-3/31/12	5,740.80	5,740.80
4/19/12	4,671.40	931707	4/13/12	3/1/12-3/31/12	5,286.00	4,671.40
4/19/12	4,615.70	931324	4/11/12	3/1/12-3/31/12	4,615.70	4,615.70
4/19/12	4,531.44	931654	4/12/12	3/1/12-3/31/12	5,353.36	4,531.44
4/19/12	4,289.30	931330	4/11/12	3/1/12-3/31/12	4,289.30	4,289.30
4/19/12	3,383.82	931706	4/13/12	3/1/12-3/31/12	3,383.82	3,383.82
4/19/12	3,133.30	931340	4/11/12	3/1/12-3/31/12	3,133.30	3,133.30
4/19/12	2,405.36	931709	4/13/12	3/1/12-3/31/12	3,227.68	2,405.36
4/19/12	2,343.60	931333	4/13/12	3/1/12-3/31/12	2,343.60	2,343.60
4/19/12	2,128.21	931658	4/12/12	3/1/12-3/31/12	2,128.21	2,128.21
4/19/12	1,475.10	931341	4/11/12	3/1/12-3/31/12	1,475.10	1,475.10
4/19/12	1,345.50	931323	4/11/12	3/1/12-3/31/12	1,345.50	1,345.50
4/19/12	1,177.81	931653	4/12/12	3/1/12-3/31/12	1,177.81	1,177.81
4/19/12	1,172.76	931708	4/13/12	3/1/12-3/31/12	1,172.76	1,172.76
4/19/12	1,050.00	931338	4/11/12	3/1/12-3/31/12	1,050.00	1,050.00
4/19/12	866.47	931738	4/13/12	3/1/12-3/31/12	866.47	866.47
4/19/12	724.90	931342	4/11/12	3/1/12-3/31/12	724.90	724.90
4/19/12	478.40	931326	4/11/12	3/1/12-3/31/12	478.40	478.40
4/19/12	175.50	931335	4/11/12	3/1/12-3/31/12	175.50	175.50
4/19/12	51.00	931705	4/13/12	3/1/12-3/31/12	51.00	51.00
4/12/12	37,693.10	927489	3/21/12	2/1/12-2/29/12	37,693.10	37,693.10
4/12/12	3,625.43	922544	2/24/12	1/1/12-1/31/12	3,625.43	3,625.43
4/12/12	1,951.98	928431	3/27/12	2/1/12-2/29/12	2,543.90	1,951.98
4/12/12	1,922.60	838502	11/17/10	10/1/10-10/31/10	1,922.60	1,922.60
4/12/12	1,115.30	926369	3/16/12	2/1/12-2/29/12	1,115.30	1,115.30
4/12/12	829.65	928426	3/17/12	2/1/12-2/29/12	1,067.70	829.65
4/27/12	9,928.80	922108	2/23/12	1/1/12-1/31/12	9,928.80	9,928.80
4/27/12	5,757.90	934021	4/25/12	3/1/12-3/31/12	5,757.90	5,757.90
4/27/12	4,920.50	933423	4/23/12	3/1/12-3/31/12	4,920.50	4,920.50
4/27/12	4,688.46	934024	4/25/12	3/1/12-3/31/12	4,688.46	4,688.46
5/4/12	42,810.68	933261	4/20/12	3/1/12-3/31/12	42,810.68	42,810.68
5/4/12	36,882.82	933262	4/20/12	3/1/12-3/31/12	36,882.82	36,882.82
5/4/12	31,953.05	934229	4/26/12	3/1/12-3/31/12	31,953.05	31,953.05
5/4/12	25,815.70	934223	4/26/12	3/1/12-3/31/12	25,815.70	25,815.70
5/4/12	21,078.70	933260	4/20/12	3/1/12-3/31/12	21,078.70	21,078.70
5/4/12	13,075.90	934224	4/26/12	3/1/12-3/31/12	13,075.90	13,075.90

Date Paid	Amount Paid	Invoice Numbers	Invoice Date	Period of Time Covered by Invoice	Invoice Amount Billed	Amount Paid per Invoice
5/4/12	12,277.00	934204	4/26/12	3/1/12-3/31/12	12,277.00	12,277.00
5/4/12	12,143.45	934191	4/26/12	3/1/12-3/31/12	12,143.45	12,143.45
5/4/12	11,181.30	934201	4/26/12	3/1/12-3/31/12	11,181.30	11,181.30
5/4/12	10,914.90	934196	4/26/12	3/1/12-3/31/12	10,914.90	10,914.90
5/4/12	10,822.71	934215	4/26/12	3/1/12-3/31/12	10,822.71	10,822.71
5/4/12	9,615.20	934197	4/26/12	3/1/12-3/31/12	9,615.20	9,615.20
5/4/12	9,209.20	927732	3/22/12	2/1/12-2/29/12	9,209.20	9,209.20
5/4/12	9,082.80	927989	3/23/12	2/1/12-2/29/12	9,082.80	9,082.80
5/4/12	8,899.30	934225	4/26/12	3/1/12-3/31/12	8,899.30	8,899.30
5/4/12	8,572.50	934218	4/26/12	3/1/12-3/31/12	8,572.50	8,572.50
5/4/12	7,345.60	925271	3/12/12	2/1/12-2/29/12	7,345.60	7,345.60
5/4/12	7,260.50	934208	4/26/12	3/1/12-3/31/12	7,260.50	7,260.50
5/4/12	6,491.55	934268	4/26/12	3/1/12-3/31/12	6,491.55	6,491.55
5/4/12	6,015.36	934227	4/26/12	3/1/12-3/31/12	6,015.36	6,015.36
5/4/12	4,988.80	934459	4/27/12	3/1/12-3/31/12	4,988.80	4,988.80
5/4/12	4,631.90	934216	4/26/12	3/1/12-3/31/12	4,631.90	4,631.90
5/4/12	2,856.53	934270	4/26/12	3/1/12-3/31/12	2,856.53	2,856.53
5/4/12	2,668.50	934235	4/26/12	3/1/12-3/31/12	2,668.60	2,668.50
5/4/12	2,457.00	934211	4/26/12	3/1/12-3/31/12	2,457.00	2,457.00
5/4/12	2,442.06	934269	4/26/12	3/1/12-3/31/12	2,442.06	2,442.06
5/4/12	2,420.82	934217	4/26/12	3/1/12-3/31/12	2,420.82	2,420.82
5/4/12	2,356.00	934219	4/26/12	3/1/12-3/31/12	2,356.00	2,356.00
5/4/12	2,346.50	934004	4/25/12	3/1/12-3/31/12	2,346.50	2,346.50
5/4/12	2,019.20	934206	4/26/12	3/1/12-3/31/12	2,019.20	2,019.20
5/4/12	1,996.30	934189	4/26/12	3/1/12-3/31/12	1,996.30	1,996.30
5/4/12	1,442.10	934195	4/26/12	3/1/12-3/31/12	1,442.10	1,442.10
5/4/12	1,289.00	934220	4/26/12	3/1/12-3/31/12	1,289.00	1,289.00
5/4/12	1,111.60	934200	4/26/12	3/1/12-3/31/12	1,111.60	1,111.60
5/4/12	1,111.50	934202	4/26/12	3/1/12-3/31/12	1,111.50	1,111.50
5/4/12	1,064.16	934194	4/26/12	3/1/12-3/31/12	1,064.16	1,064.16
5/4/12	852.41	934230	4/26/12	3/1/12-3/31/12	852.41	852.41
5/4/12	773.80	934193	4/26/12	3/1/12-3/31/12	773.80	773.80
5/4/12	666.50	934228	4/26/12	3/1/12-3/31/12	666.50	666.50
5/4/12	630.10	934199	4/26/12	3/1/12-3/31/12	630.10	630.10
5/4/12	616.58	934272	4/26/12	3/1/12-3/31/12	616.58	616.58
5/4/12	582.90	934203	4/26/12	3/1/12-3/31/12	582.90	582.90
5/4/12	580.20	934214	4/26/12	3/1/12-3/31/12	580.20	580.20
5/4/12	529.20	934213	4/26/12	3/1/12-3/31/12	529.20	529.20

Date Paid	Amount Paid	Invoice Numbers	Invoice Date	Period of Time Covered by Invoice	Invoice Amount Billed	Amount Paid per Invoice
5/4/12	409.50	934190	4/26/12	3/1/12-3/31/12	409.50	409.50
5/4/12	331.50	934222	4/26/12	3/1/12-3/31/12	331.50	331.50
5/4/12	309.40	934198	4/26/12	3/1/12-3/31/12	309.40	309.40
5/4/12	234.00	934221	4/26/12	3/1/12-3/31/12	234.00	234.00
5/4/12	175.50	934192	4/26/12	3/1/12-3/31/12	175.50	175.50
5/4/12	64.12	934209	4/26/12	3/1/12-3/31/12	64.12	64.12
5/4/12	48.40	934226	4/26/12	3/1/12-3/31/12	48.40	48.40
5/7/12	12,630.40	936193	5/7/12	4/1/12-5/3/12	12,630.40	12,630.40
5/7/12	8,294.40	936363	5/7/12	4/1/12-5/3/12	8,294.40	8,294.40
5/7/12	6,964.07	936205	5/7/12	4/1/12-5/3/12	6,964.07	6,964.07
5/7/12	6,537.80	936182	5/7/12	4/1/12-5/3/12	6,537.80	6,537.80
5/7/12	6,108.70	936331	5/7/12	4/1/12-5/3/12	6,108.70	6,108.70
5/7/12	2,447.50	936190	5/7/12	4/1/12-5/3/12	2,447.50	2,447.50
5/7/12	2,208.10	936206	5/7/12	4/1/12-5/3/12	2,208.10	2,208.10
5/7/12	2,196.76	936217	5/7/12	4/1/12-5/3/12	2,196.76	2,196.76
5/7/12	2,100.40	936213	5/7/12	4/1/12-5/3/12	2,100.40	2,100.40
5/7/12	1,952.10	936210	5/7/12	4/1/12-5/3/12	1,952.10	1,952.10
5/7/12	1,814.80	936214	5/7/12	4/1/12-5/3/12	1,814.80	1,814.80
5/7/12	1,782.00	917224	1/25/12	12/1/11-12/31/11	1,782.00	1,782.00
5/7/12	1,767.90	936314	5/7/12	4/1/12-5/3/12	1,767.90	1,767.90
5/7/12	1,620.40	936181	5/7/12	4/1/12-5/3/12	1,620.40	1,620.40
5/7/12	1,433.70	936189	5/7/12	4/1/12-5/3/12	1,433.70	1,433.70
5/7/12	1,333.40	936216	5/7/12	4/1/12-5/3/12	1,333.40	1,333.40
5/7/12	1,243.50	936186	5/7/12	4/1/12-5/3/12	1,243.50	1,243.50
5/7/12	1,149.50	936360	5/7/12	4/1/12-5/3/12	1,149.50	1,149.50
5/7/12	1,001.90	936184	5/7/12	4/1/12-5/3/12	1,001.90	1,001.90
5/7/12	822.32	931709	4/13/12	3/1/12-3/31/12	822.32	822.32
5/7/12	822.19	931654	4/12/12	3/1/12-3/31/12	822.19	822.19
5/7/12	672.30	936218	5/7/12	4/1/12-5/3/12	672.30	672.30
5/7/12	643.50	931334	4/11/12	3/1/12-3/31/12	643.50	643.50
5/7/12	614.60	931707	4/13/12	3/1/12-3/31/12	614.60	614.60
5/7/12	594.00	909046	12/9/11	11/1/11-11/30/11	594.00	594.00
5/7/12	535.60	936202	5/7/12	4/1/12-5/3/12	535.60	535.60
5/7/12	499.60	936315	5/7/12	4/1/12-5/3/12	499.60	499.60
5/7/12	468.00	920199	2/14/12	1/1/12-1/31/12	468.00	468.00
5/7/12	412.20	936207	5/7/12	4/1/12-5/3/12	412.20	412.20
5/7/12	409.50	936185	5/7/12	4/1/12-5/3/12	409.50	409.50
5/7/12	379.10	936221	5/7/12	4/1/12-5/3/12	379.10	379.10

Date Paid	Amount Paid	Invoice Numbers	Invoice Date	Period of Time Covered by Invoice	Invoice Amount Billed	Amount Paid per Invoice
5/7/12	373.52	928431	3/27/12	2/1/12-2/29/12	373.52	373.52
5/7/12	351.00	936187	5/7/12	4/1/12-5/3/12	351.00	351.00
5/7/12	329.30	936209	5/7/12	4/1/12-5/3/12	329.30	329.30
5/7/12	320.70	936215	5/7/12	4/1/12-5/3/12	320.70	320.70
5/7/12	259.80	936219	5/7/12	4/1/12-5/3/12	259.80	259.80
5/7/12	235.20	936194	5/7/12	4/1/12-5/3/12	235.20	235.20
5/7/12	188.48	936241	5/7/12	4/1/12-5/3/12	188.48	188.48
5/7/12	179.20	936212	5/7/12	4/1/12-5/3/12	179.20	179.20
5/7/12	142.80	936188	5/7/12	4/1/12-5/3/12	142.80	142.80
5/7/12	142.80	936200	5/7/12	4/1/12-5/3/12	142.80	142.80
5/7/12	142.80	936201	5/7/12	4/1/12-5/3/12	142.80	142.80
5/7/12	137.40	936197	5/7/12	4/1/12-5/3/12	137.40	137.40
5/7/12	137.40	936198	5/7/12	4/1/12-5/3/12	137.40	137.40
5/7/12	117.00	926357	5/7/12	4/1/12-5/3/12	117.00	117.00
5/7/12	96.80	936196	5/7/12	4/1/12-5/3/12	96.80	96.80
5/7/12	91.60	936183	5/7/12	4/1/12-5/3/12	91.60	91.60
5/7/12	82.70	936199	5/7/12	4/1/12-5/3/12	82.70	82.70
5/7/12	58.50	936195	5/7/12	4/1/12-5/3/12	58.50	58.50
5/7/12	37.40	936202	5/7/12	4/1/12-5/3/12	37.40	37.40
5/7/12	23.80	936211	5/7/12	4/1/12-5/3/12	23.80	23.80
Totals	960,349.70				965,911.21	960,349.70

**POST-PETITION COMPENSATION AND APPLICATION OF LOCKE LORD'S
RETAINER PURSUANT TO OCP ORDER**

33. As of the Petition Date, Locke Lord held a retainer in the approximate amount of \$390,305.77, and had a prepetition claim against the Debtors' estate in the amount of \$118,123.98. Pursuant to paragraph 3(d) of the OCP Order, upon Locke Lord's deemed retention as an OCP, Locke Lord applied a portion of the retainer to satisfy its prepetition claim. Locke Lord has further applied the retainer to satisfy \$50,000 (the OCP Monthly Limit) in post-petition legal fees accrued during each of the months of May, June, July, August and September (i.e., \$227,666.38). As of the filing of the Application, the retainer balance is approximately \$44,515.43.

34. The fees and expenses incurred by Locke Lord in connection with the representation of the Debtors as an OCP have exceeded the \$50,000 OCP Monthly Limit for each of the months of May, June, July, August, and September. Pursuant to the OCP Order, the Locke Lord LLP Lord has submitted Monthly Statements for each of these months, other than for the month of September, to the Notice Parties identified in the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* [Docket No. 797] (the “Interim Compensation Procedures Order”). The Debtors have also submitted Locke Lord’s First Quarterly Fee Application for these Monthly Statements. A summary of these amounts is as follows:

Date Submitted	Period Covered	Requested Fees (Excess of Monthly Cap)	Requested Expenses	Amount of Fees Authorized to be Paid Upon Expiration of Objection Deadline	Amount of Expenses Authorized to be Paid	20% Fee Holdback
9/20/12	5/14/2012 - 5/31/2012	\$41,909.99	\$856.05	\$33,527.43	\$856.05	\$8,381.86
10/2/2012	6/1/2012 - 6/30/2012	\$73,345.99	\$531.07	\$58,676.79	\$531.07	\$14,669.20
10/2/2012	7/1/2012 – 7/31/2012	\$111,661.76	\$301.35	\$89,329.41	\$301.35	\$22,332.35
10/17/2012	8/1/2012 – 8/31/2012	\$34,260.04	\$940.52	\$27,408.03	\$940.52	\$6,852.01
Interim Totals	5/14/2012 - 8/31/2012	\$261,177.78	\$2,628.99	\$208,941.66	\$2,628.99	\$52,235.42

LOCKE LORD’S PROFESSIONAL COMPENSATION

35. Locke Lord intends to apply to the Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy

Code, Bankruptcy Rules, and the Local Bankruptcy Rules, and any orders issued by the Court in these cases related to the payment of professional fees.

36. The current hourly billing rates for Locke Lord professionals who spend significant time on these cases range from \$320 to \$600 for partners and of counsel, \$212 to \$380 for associates, and \$216 to \$238 for paralegals. During the time period between the Petition Date and October 31, 2012, the average hourly rate for Locke Lord professionals who provided services to the Debtors was \$396.35.

37. Locke Lord, subject to the provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules, propose to charge the Debtors these customary hourly rates. The Debtors submit that these rates are reasonable and are set at a level designed to compensate Locke Lord fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses.

38. Prior to any increases in Locke Lord's rates, Locke Lord will file a supplemental affidavit with the Court and provide ten business days' notice to the Debtors, the United States Trustee and any official committee. The supplemental affidavit will explain the basis for the requested rate increases in accordance with Section 330(a)(3)(F) of the Bankruptcy Code and state whether Locke Lord's client has consented to the rate increase.

39. Other than as set forth above, no arrangement is proposed between the Debtors and Locke Lord for compensation to be paid in connection with Locke Lord's representation of the Debtors as litigation counsel. Moreover, Locke Lord has no agreement with any other entity to share any compensation received, nor will any be made, except as permitted under section 504(b)(1) of the Bankruptcy Code.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief, and that this declaration was executed on January 3, 2013 at Chicago, Illinois.

LOCKE LORD LLP

By: /s/ Thomas J. Cunningham
Thomas J. Cunningham

SCHEDULE 1

Potential Parties in Interest

RESIDENTIAL CAPITAL, LLC ET AL.

Case No. 12-12020 (MG)

MASTER CONFLICT LIST

Debtors and Subsidiaries

ditech, LLC
DOA Holding Properties, LLC
DOA Properties IX (Lots-Other), LLC
EPRE LLC
Equity Investment I, LLC
ETS of Virginia, Inc.
ETS of Washington, Inc.
Executive Trustee Services LLC
GMAC – RFC Holding Company, LLC
GMAC Model Home Finance I, LLC
GMAC Mortgage USA Corporation
GMAC Mortgage, LLC
GMAC Residential Holding Company, LLC
GMAC RH Settlement Service, LLC
GMACM Borrower LLC
GMACM REO LLC
GMACR Mortgage Products, LLC
HFN REO SUB II, LLC
Home Connects Lending Services, LLC
Homecomings Financial Real Estate Holdings, LLC
Homecomings Financial, LLC
Ladue Associates, Inc.
Passive Asset Transactions, LLC
PATI A, LLC
PATI B, LLC
PATI Real Estate Holdings, LLC
RAHI A, LLC
RAHI B, LLC
RAHI Real Estate Holdings, LLC
RCSFJV2004, LLC
Residential Accredit Loans, Inc.
Residential Asset Mortgage Products, Inc.
Residential Asset Securities Corporation
Residential Capital, LLC
Residential Consumer Services of Alabama, LLC
Residential Consumer Services of Ohio, LLC
Residential Consumer Services of Texas, LLC
Residential Consumer Services, LLC
Residential Funding Company, LLC
Residential Funding Mortgage Exchange, LLC
Residential Funding Mortgage Securities I, Inc.
Residential Funding Mortgage Securities II, Inc.
Residential Funding Real Estate Holdings, LLC
Residential Mortgage Real Estate Holdings, LLC
RFC – GSAP Servicer Advance, LLC
RFC Asset Holdings II, LLC
RFC Asset Management, LLC
RFC Borrower LLC
RFC Construction Funding, LLC
RFC REO LLC
RFC SFJV-2002, LLC

Foreign Subsidiaries

Canada Mortgage Acceptance Corporation
Foreign Obligation Exchange, Inc. 2003-H12
Foreign Obligation Exchange, Inc. 2003-H14
Foreign Obligation Exchange, Inc. 2004-H11
Foreign Obligation Export, Inc.
GMAC Financiera S.A. de C.V. Sociedad
Financiera de Objeto Multiple
GMAC Residential Funding of Canada Limited
GMAC-RFC (No. 2) Limited
GMAC-RFC Auritec, S.A.
GMAC-RFC Direct Limited
GMAC-RFC Espana Hipotecas SL
GMAC-RFC Europe Limited
GMAC-RFC Holdings Limited
GMAC-RFC Property Finance Limited
High Street Home Loans Limited
MCA Finance Limited
National Guarantee plc
Private Label Group Limited
Private Label Mortgage Services Limited

Officers and Directors

Abreu, Steven M.
Aretakis, James
Dondzila, Catherine M.
Fleming, Patrick
Hamzehpour, Tammy
Harney, Anthony J.
Hills, Garry
Horner, Jill M.
III, Edward F. Smith,
Ilany, Jonathan
Mack, John E.
Marano, Thomas
Meyer, Darsi
Nees, Louis A.
Pensabene, Joseph A.
Riddle, Mindy
Strauss, Thomas M.
Tyson, William N.
West, Pamela E.
Whitlinger, James
Wilkinson, Winston Carlos

Parties to Funding Agreements

Ally Financial Inc (f/k/a GMAC Inc.)
Barclays Bank PLC
Citibank, N.A.
Wells Fargo Bank, N.A.
BMMZ Holdings LLC
US Bank National Association
Deutsche Bank Trust Company Americas

Bondholders

AllianceBernstein Advisors
American Enterprise Investment Services Inc.
Appaloosa Management L.P.
Bank of New York Mellon, (The)/Barclays Capital -
London
Bank of Nova Scotia/CDS
BARC/FIXED
Barclays Capital Inc. /LE
Berkshire Hathaway Inc.
BlackRock Global Investors
Charles Schwab & Co., Inc.
CITIBK/GRP
Citigroup Global Markets Inc.
Citigroup Global Markets Inc. /Salomon Brothers
Credit Suisse Securities (USA) LLC
David Lerner Associates, Inc.
Deutsche Bank Securities, Inc.
E*Trade Clearing LLC
Edward D. Jones & Co.
First Clearing, LLC
First Southwest Company
Goldman Sachs International
Goldman, Sachs & Co.
Interactive Brokers Retail Equity Clearing
J.P. Morgan Clearing Corp.
J.P. Morgan Securities LLC
Janney Montgomery Scott Inc.
Loomis Sayles & Company
LPL Financial Corporation
Merrill Lynch Safekeeping
Morgan Stanley & Co. LLC
Morgan Stanley Smith Barney LLC
National Financial Services LLC
Oppenheimer & Co. Inc.
OptionXpress, Inc
P. Schoenfeld Asset Management
Paulson & Co. Inc.
Penson Financial Services, Inc./Ridge.
Pershing LLC
Pentwater Capital Management
Putnam Investment Management
Raymond, James & Associates, Inc.
RBC Capital Markets, LLC
Scottrade, Inc.
Security Investors LLC
Silver Point Capital, L.P.
Stifel, Nicolaus & Company Incorporated
Taconic Capital Advisors, L.P.
TD Ameritrade Clearing, Inc.
Timber Hill LLC
UBS Financial Services LLC
UBS Securities LLC
Vanguard Marketing Corporation
Western Asset Management Company

Landlords and Tenants

2155 Northpark Lane LLC
2255 Partners, L.P. c/o M. David Paul Development

LLC
Avenel Realty Company d / b / a Avenel at
Montgomery Square
Brandywine Cityplace LP
BREOF Convergence LP c/o Brookfield Real Estate
Opportunity Fund
Business Suites (Texas) LTD
Center Township of Marion County
Del Amo Financial Center, LP
DRA CLP Esplanade LP c/o Colonial Properties
Services Ltd Partnership
Euclid Plaza Associates, LLC
GBM Properties, LLC
Homeowners Alliance
Liberty Property Limited Partnership
National Default Servicing, LLC
New Towne Center Inc.
PBC San Jose, LLC
PBC Walnut Creek, LLC
Realty World - Graham/Grubbs and Associates
Regus Management Group LLC
Teachers Insurance and Annuity Association of
America c/o Northmarq RES
The Irvine Company LLC
The Office Annex, Inc.
Veridian Credit Union f/k/a John Deere Community
Credit Union
W.E.G., Jr., Inc. d / b / a Highland-March Beverly
Suites

Parties to Litigation

Acacia Life Insurance Company
Allstate Bank (f/k/a Allstate Federal Savings Bank)
Allstate Insurance Company
Allstate Life Insurance Company
Allstate Life Insurance Company of New York,
Allstate Retirement Plan
Allstate New Jersey Insurance Company
American Heritage Life Insurance Company
Ameritas Life Insurance Corp.
Assured Guaranty Municipal Corp.
Boilermaker Blacksmith National Pension Trust
Brown County, Ohio
Cambridge Place Investment Management Inc.
Church-Dellinger, Victoria Jean
Columbus Life Insurance Company
Deutsche Zentral-genossenschaftsbank, New York
Branch, d/b/a DZ Bank AG, New York Branch
DG Holding Trust
Federal Home Loan Bank of Boston
Federal Home Loan Bank of Chicago
Federal Home Loan Bank of Indianapolis
Federal Home Loan Mortgage Corporation
Federal Housing Finance Agency
Financial Guaranty Insurance Company
First Colonial Insurance Company
Fort Washington Active Fixed Income LLC
Fort Washington Investment Advisors, Inc.
HSH Nordbank AG

HSH Nordbank AG, Luxembourg Branch
HSH Nordbank AG, New York Branch
HSH Nordbank Securities S.A.
Huntington Bancshares Inc.
IKB Deutsche Industriebank AG
IKB International S.A. (in Liquidation)
Integrity Life Insurance Company
Kennett Capital, Inc.
Kral, Kenneth L.
Laster, Martael
Massachusetts Mutual Life Insurance Company
MBIA Insurance Corporation
Mitchell, Ruth
Mitchell, Steven
National Credit Union Administration Board
National Integrity Life Insurance Company
New Jersey Carpenters Health Fund
New Jersey Carpenters Vacation Fund
Rio Debt Holdings (Ireland) Limited
Sall, Mohammed A.
Sealink Funding Ltd.
State of Ohio
Stichting Pensioenfond ABP
The Charles Schwab Corporation
The Union Central Life Insurance Company
The Western and Southern Life Insurance Company
Thrivent Balanced Fund
Thrivent Balanced Portfolio
Thrivent Bond Index Portfolio
Thrivent Core Bond Fund
Thrivent Financial Defined Benefits Plan Trust
Thrivent Financial for Lutherans
Thrivent Income Fund
Thrivent Limited Maturity Bond Fund
Thrivent Limited Maturity Bond Portfolio
U.S. Central Federal Credit Union
West Virginia Investment Management Board
Western Corporate Federal Credit Union
Western-Southern Life Assurance Company

U.S. Trustee's Office (Region 2 Trial Attorneys)

Davis, Tracy Hope
Driscoll, Michael
Gasparini, Elisabetta
Golden, Susan
Khodorovsky, Nazar
Masumoto, Brian S.
Morrissey, Richard C.
Nakano, Serene
Riffkin, Linda A.
Schwartz, Andrea B.
Schwartzberg, Paul K.
Velez-Rivera, Andy
Zipes, Greg M.

Bankruptcy Judges (New York)

Bernstein, Stuart M.
Chapman, Shelley C.
Drain, Robert

Gerber, Robert E.
Glenn, Martin
Gropper, Allan L.
Lane, Sean H.
Lifland, Burton R.
Morris, Cecelia G.
Peck, James M.

District Court Judges (New York)

Baer, Harold
Batts, Deborah A.
Berman, Richard M.
Briccetti, Vincent L.
Buchwald, Naomi Reice
Carter, Andrew L.
Castel, P. Kevin
Cedarbaum, Miriam Goldman
Cote, Denise L.
Crotty, Paul A.
Daniels, George B.
Duffy, Kevin T.
Engelmayer, Paul A.
Forrest, Katherine B.
Gardephe, Paul G.
Griesa, Thomas P.
Haight, Charles S.
Hellerstein, Alvin K.
Jones, Barbara S.
Kaplan, Lewis A.
Karas, Kenneth M.
Koeltl, John G.
Marrero, Victor
McKenna, Lawrence M.
McMahon, Colleen
Nathan, Alison J.
Oetken, J. Paul
Owen, Richard
Patterson, Robert P.
Pauley, William H.
Preska, Loretta A.
Rakoff, Jed S.
Ramos, Edgardo
Sand, Leonard B.
Scheindlin, Shira A.
Seibel, Cathy
Stanton, Louis L.
Stein, Sidney H.
Sullivan, Richard J.
Swain, Laura Taylor
Sweet, Robert W.
Wood, Kimba M.

Depositing Banks

Ally Bank
Bank of America, N.A.
Bank of New York Mellon
Citibank, N.A.
Deutsche Bank Trust Company Americas
JPMorgan Chase Bank, N.A.

M&T Bank
State Street Bank and Trust Company
U.S. Bank National Association
Wachovia Bank, National Association

Consultants & Professionals

AlixPartners
Analytic Focus, LLC
Barclays Bank PLC
Bradley Arant Boult Cummings LLC
Carpenter Lipps & Leland LLP
Centerview Partners LLC
Chadbourne & Parke LLP
Coherent Economics LLC
Curtis, Mallet-Prevost, Colt & Mosle LLP
Deloitte & Touche
Dorsey & Whitney LLP
Epiq Bankruptcy Solutions, LLC
Evercore
Fortace LLC
Fortress Investment Group, LLC
FTI Consulting, Inc.
Gonzalez, Arthur J.
Hudson Cook LLP
J.F. Morrow
Kirkland & Ellis LLP
KPMG LLP
Kramer Levin Naftalis & Frankel LLP
Kurtzman Carson Consultants LLC
Mayer Brown LLP
Mesirow Financial Consulting, LLC
Mercer (US) Inc.
Moelis & Company LLC
Morrison & Foerster LLP
Nationstar Mortgage, LLC
Orrick, Herrington & Sutcliffe LLP
Pepper Hamilton LLP
PricewaterhouseCoopers
Rubenstein Associates, Inc.
San Marino Business Partners LLC
Severson & Werson PC
Sidley Austin LLP
Skadden, Arps, Slate, Meagher & Flom LLP
Towers Watson Delaware Inc.

HELOC Investors

5th 3rd bank
Aurora Loan Services LLC
Bank One, Texas N.A.
Deutsche Bank National Trust Co.
Everbank
JP Morgan Chase
Macquarie Mortgages USA Inc
Suntrust
The Bank of New York Mellon
Treasury Bank, N.A.
Us Bank, N.A.
Wachovia Bank Na
Wells Fargo Bank, N.A.

Servicing Counterparties

Government Entities and GSEs

Federal Home Loan Mortgage Corporation (Freddie Mac)
Federal Housing Administration (FHA)
Federal National Mortgage Association (Fannie Mae)
Government National Mortgage Association (Ginnie Mae)

Housing and Local Agencies

California Housing Finance Agency
CitiMortgage, Inc., as administrator for Texas Veterans Land Board
Connecticut Housing Finance Authority
Delaware Housing Authority
Hawaii Housing (Hula Mae)
Housing Opportunities Commission of Montgomery County, Maryland
Mississippi Home Corporation
Neighborhood Housing Services of America and Philadelphia N.H.S.
Oregon Housing and Community Services Department
Redevelopment Authority of the County of Berks Rural Housing
The Housing and Redevelopment Authority in and for the City of Minneapolis
The Industrial Commission of North Dakota

Mortgage and Monoline Insurers

The ACE Group
Ambac
Assured Guaranty Corp.
Cuna Mutual Group Mortgage Insurance Company
FGIC
Financial Security Assurance Inc
Federal Insurance Group (a subsidiary of the Chubb Group of Insurance Companies)
General Electric Mortgage Insurance Corporation
Genworth Mortgage Insurance Corporation
MBIA
Mortgage Guaranty Insurance Corp.
PMI Mortgage Insurance Co.
Radian Asset Assurance Inc.
Radian Guaranty Inc.
Republic Mortgage Insurance Company
Triad Guaranty Insurance Corporation
United Guaranty Residential Insurance Company

Trustees

Bank One, National Association
BNY Midwest Trust Company
Chase Bank of Texas, N.A.
Citibank, N.A.
Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas

HSBC Bank USA, National Association
JPMorgan Chase Bank, N.A.
LaSalle Bank National Association
Security Pacific National Company
The Bank of New York Mellon
U.S. Bank National Association
US National Association
Wells Fargo Bank Minnesota, N.A.
Wells Fargo Bank, National Association
Wilmington Trust Company

Other Counterparties to Servicing Agreements

50 BY 50, LLC
ABN AMRO Mortgage Croup, Inc.
Access National Mortgage Corporation
Ace Home Equity Loan Trust, Series 2007-SL3
ACE Securities Corp.
ACT Mortgage Capital
Advantage Bank
Aegis Mortgage Corporation
Aegon USA Realty Advisors
Alliance Bancorp
Alliance Securities Corp.
Ally Bank
Ally Financial Inc.
Ally Investment Management LLC
Alternative Finance Corporation
Amalgamated Bank of New York
American Equity Mortgage, Inc.
American Home Mortgage
American Home Mortgage Acceptance, Inc.
American Home Mortgage Investment Trust 2005-2
American Home Mortgage Investment Trust 2005-4A
American Home Mortgage Investment Trust 2006-2
American Home Mortgage Investment Trust 2007-A
American Home Mortgage Servicing, Inc.
American Home Mortgage Trust 2004-4
American Home Mortgage Trust 2005-1
American Home Mortgage Trust 2005-2
American Home Mortgage Trust 2005-4A
American Residential Equities XXVII, LLC
American Residential Equities, LLC
Ameriquest Mortgage Company
Andover Bank
Arbor Commercial Mortgage, LLC
Asset Management Holding of South Florida, LLC
Assured Guaranty Municipal Corp
Atlantic Financial Federal
Audobon Savings Bank
Aurora Loan Services Inc.
Aurora Loan Services LLC
Banc of America Funding 2005-3 Trust
Banc of America Funding 2005-8 Trust
Banc of America Funding 2006-1 Trust
Banc of America Funding 2006-4 Trust
Banc of America Funding Corporation
Banc of America Mortgage Capital Corporation

Bancap
Banco Mortgage Company
Banco Popular North America
Bank of America, National Association
Bank of Hawaii
Bank One, Texas, N.A.
Bank Rhode Island
Bank United, FSB
Bankatlantic, A Federal Savings Bank
Bankers Saving
Bankers Trust Company
Banknorth Mortgage
Bay Atlantic Federal Credit Union
Bay Financial Savings Bank, FSB
Bayrock Mortgage Corporation
Bayview Acquisitions, LLC
Bayview Financial Asset Trust
Bayview Financial Property Trust
Bayview Financial Securities Company, LLC
Bayview Financial Trading Group, L.P.
Bayview Financial, L.P.
Bear Stearns Asset Backed Securities I, LLC
Bear Stearns Mortgage Capital Corporation
Bear Stearns Second Lien Trust 2007-1
Bear Stearns Second Lien Trust 2007-SV1
Bell Federal Savings and Loan Association
BellaVista Funding Corporation
Belvedere Trust Finance Corporation
Bluebonnet Savings Bank FSB
BMMZ Holdings LLC
Broadway Federal Bank, FSB
Brothers Bank, FSB
Butte Savings and Loan Association
Caliber Funding, LLC
California Banking Association
California Federal Bank, FSB
California Public Employees' Retirement System
Cambridge Place Collateral Management LLC
Canada Mortgage Acceptance Corporation
Capital Crossing Bank
Capitol Federal Savings and Loan Association
Capstead Mortgage Corporation
CDC Mortgage Capital Inc. (Natixis)
Cenfed Bank, a Federal Savings Bank
Cenlar FSB
CenterState Bank of Florida, N.A.
Central Bank of Jefferson County, Inc.
Century Bank, FSB
CFX Bank
Charter One Bank, FSB
Charter One Bank, N.A.
Chase Manhattan Mortgage Corporation
Chemical Mortgage Company
Citi Financial Mortgage Co., Inc
Citibank (West), FSB
Citigroup Global Markets Realty Corp.
Citigroup Mortgage Loan Trust Inc.
CitiMortgage, Inc.
Citizens Bank of Connecticut

Citizens Bank of Massachusetts
Citizens Bank of New Hampshire
Citizens Bank of Pennsylvania
Citizens Bank, N.A.
Citizens Federal Bank, FSB
Clayton Fixed Income Services Inc.
Clayton National, Inc.
CMC Investment Partnership
Coastal Banc Capital Corporation
Coastal Banc SSB
Coastal States Mortgage Corporation
Collective Federal Savings Bank
Colonial Mortgage Service Company
Comerica Bank
Community Lending, Incorporated
Communityone Bank, N.A.
ComUnity Lending, Incorporated
Copperfield
Core, Cap Inc.
Corona Asset Management III, LLC
Countrywide Bank, N.A.
Countrywide Home Loans Servicing, LP
Countrywide Home Loans, Inc.
Credit Suisse First Boston Mortgage Securities Corp.
CSX
CTCE Federal Credit Union
CTX Mortgage Company, LLC
DB Structured Products, Inc.
Deutsche Alt-A Securities, Inc.
Deutsche Bank AG New York Branch
Deutsche Mortgage Securities, Inc.
DLJ Mortgage Acceptance Corp.
DLJ Mortgage Capital, Inc.
Dollar Bank, FSB
Drawbridge Consumer Funding Ltd
Dynex Securities Corporation
E*Trade Bank
E*Trade Mortgage
E*Trade Wholesale Lending Corp.
EAB Mortgage Company, Inc.
EMC Mortgage Corporation
Empire Mortgage X, Inc.
Encore Bank and National Association
Encore Savings Bank
Erie Savings Bank
Eurekabank
EverBank
Fairbanks Capital Corp.
Fairfax Savings Bank
Family Bank, FSB
Family Lending Services, Inc.
FBS Mortgage Corporation
Federal Home Loan Bank of Atlanta
Federal Trust Bank, FSB
Fidelity Federal Bank
Fidelity Savings and Loan
Fifth Third Bank
Financial Asset Securities Corp.

First Bank Incorporated
First Bank, Inc.
First Cap Holdings, Inc.
First Citizens Bank and Trust Company
First Citizens Mortgage Company
First Community Bank N.A.
First Federal of Michigan
First Federal Savings and Loan Association of Storm Lake
First Guaranty Mortgage Corporation
First Horizon Home Loan Corporation
First Indiana Bank
First Internet Bank of Indiana
First Massachusetts Bank, N.A.
First National Bank and Trust Company
First National Bank of Arizona
First National Bank of El Dorado
First Nationwide Mortgage Corporation
First NLC
First Rate Capital Corporation
First Savings Mortgage Corporation
First Tennessee Bank National Association
First Tennessee Capital Assets Corporation
First Trust Savings Bank
First Union National Bank
First-Citizens Bank & Trust Company
Firstrust Bank
Fleet National Bank
Flex Point Funding Corporation
Flick Mortgage Investors, Inc.
FNBA
Fortress Credit Corp.
FPA Corporation
Franklin Bank, SSB
Franklin Credit
Franklin Credit Management Corporation
Gateway Credit Union
Gateway Funding Diversified Mortgage Services, LP
GE Capital Consumer Card Co.
GE Mortgage Services, LLC
Geneva Mortgage Corporation
Germantown Savings Bank
Gibraltar Savings Association
Ginn Financial Services, LLC
Goldman Sachs Mortgage Company
Gonzalo Residential Asset Trust
Great American First Savings Bank
Great American Savings Bank
Green Planet Servicing, LLC
Green Tree Servicing LLC
GreenPoint Mortgage Funding Trust 2005-HE4
GreenPoint Mortgage Funding Trust 2006-HE1
GreenPoint Mortgage Funding, Inc.
Greenwich Capital Acceptance, Inc.
Greenwich Capital Financial Products, Inc.
Greenwich Universal Portfolio
GS Mortgage Securities Corp.
GSAA Home Equity Trust 2005-9

GSMPS Mortgage Loan Trust 2005-LT1
GSR Mortgage Loan Trust 2006-AR2
GSR Trust 2007-HEL1
Guardian Savings Bank
Hanover Capital Mortgage Holdings, Inc.
HarborView Mortgage Loan trust 2004-10
Healthcare Employees Federal Credit Union
Home Equity Loan Trust 2005-HS2
Home Equity Loan Trust 2006-HSA2
Home Equity Loan Trust 2006-HSA3
Home Equity Loan Trust 2006-HSA5
Home Equity Loan Trust 2007-HSA1
Home Equity Loan Trust 2007-HSA3
Home Federal Savings & Loan Association of
Rome, Ga.
Home Loan Corporation
Home Loan Series 09-2028
HomeBanc Mortgage
HomEq Servicing Corporation
Horsham Funding Inc.
HSI Asset Securitization Corporation
Hudson & Keyse, LLC
Hudson City Savings Bank
Huntington Federal Savings & Loan Association
Hyperion Capital Group LLC
IMPAC CMB Trust Series 2005-6
IMPAC Funding Companies
IMPAC Funding Corporation
IMPAC Mortgage Holdings, Inc.
IMPAC Secured Assets Corp.
Imperial Credit Industries, Inc.
Independent Bank East Michigan
IndyMac Bank, FSB (now OneWest Bank, FSB)
IndyMac MBS, Inc.
IndyMac Mortgage Holdings, Inc.
ING Bank, FSB
Investment Capital Group
Irwin Union Bank and Trust Company
Ixis Real Estate Capital Inc
Jackson Federal Bank
Just Mortgage, Inc.
Kaiser Federal Bank
Keystone Nazareth Bank & Trust Company
Kidder Peabody Mortgage Capital Corporation
Lacera
Lebank
Lehman Brothers Bank, FSB
Lehman Brothers Holdings Inc.
Lehman Capital, a division of Lehman Brothers
Holdings Inc.
Liberty Home Lending, Inc.
Liberty Savings Bank, FSB
Linden Assemblers Federal Credit Union
Litton Loan Servicing, LP
LNV Corporation
Loan Center of California
Loan Link Financial Services
Local #38 and Associates Credit Union
Lomas Mortgage USA, Inc.

Los Angeles County Employees Retirement
Association
Los Angeles Federal Savings
LPP Mortgage Ltd.
Luminent Mortgage Capital, Inc.
Lydian Private Bank
Macquarie Mortgage Funding Trust 2007-1
Macquarie Mortgages USA, Inc.
MAIA Mortgage Finance Statutory Trust
Marine Bank
Market Street Mortgage Corporation
Massachusetts Mutual Life Insurance Co.
Matrix Capital Bank
MB Financial Bank N.A.
Medway Savings Bank
Mellon Bank
Mellon/McMahon Real Estate Advisors Inc.
Merck Sharp & Dohme Federal Credit Union
Mercury Mortgage Finance Statutory Trust
Meridian Mortgage Corporation
Merrill Lynch Bank & Co.
Merrill Lynch Hunton Paige
Merrill Lynch Mortgage Capital Inc.
Merrill Lynch Mortgage Holdings, Inc.
Merrill Lynch Mortgage Investors, Inc.
Merrill Lynch Mortgage Lending, Inc.
Metlife Bank, N.A.
Metrocities Mortgage Corp., LLC
Metropolitan Life Insurance Company
Mid America Bank, FSB
MidFirst Bank
Midland Financial Savings and Loan Association
Mint I, LLC
Mint II, LLC
Money Bank Investment Corporation
Monterey I Holdings
Morgan Stanley Capital I Inc.
Morgan Stanley Mortgage Capital Inc.
Morgan Stanley Mortgage Loan Trust 2005-3AR
Mortgage Asset Securitization Transactions, Inc.
Mortgage Asset Securitization Trust
Mortgage Interest Networking Trust II
Mortgage Investors Corporation
MortgageIT Holdings Inc.
MortgageIT Securities Corp.
MortgageIT Trust 2005-4
MortgageIT, Inc
MRF 3 LLC
Mrit Securities Corporation
Mutual Savings & Loan Association of Charlotte,
N.C.
Mutual Savings Bank
National Bank of Commerce
NETBANK
Network Funding L.P.
Neuwest Equity Partners
New Century Mortgage Securities, Inc.
New Cumberland Federal Credit Union
New Penn Financial, LLC

New York Life Insurance and Annuity Corporation
New York Life Insurance Company
Nomura Asset Acceptance Corporation
Nomura Credit & Capital, Inc.
Nomura Home Equity Loan, Inc.
North Jersey Federal Credit Union, Inc.
Northwest Funding, Inc.
Northwestern National Bank of Minneapolis
Norwest Bank Minnesota, National Association
Norwest Mortgage, Inc.
Ocwen Federal Bank FSB
Ocwen Loan Servicing, LLC
Ohio Savings Bank
Opteum Financial Services, LLC
Option One Mortgage Corporation
Paine Webber Real Estate Securities Inc.
Parkside Lending, LLC
Parkvale Savings Bank
Paul Financial, LLC
People Savings Bank, Inc., SSB
Peoples Heritage Savings Bank
PHH Mortgage
Philadelphia Federal Credit Union
Pinnacle Capital Mortgage Corporation
Pinnacle Financial Corporation
Plaza Home Mortgage, Inc.
PMC Bancorp
PNC Bank, N.A.
PNC Mortgage Securities Corp.
Pomona First Federal Bank and Trust
Principal Asset Markets, Inc.
Principal Bank
Principal Mutual Life Insurance Company
Private Capital Group
Quaker City Bank
Quicken Loans Inc.
RBS Citizens, National Association
Real Time Resolutions, Inc.
Real Time Solutions
Realty Mortgage Corporation
Redlands Federal Bank, FSB
Redwood Trust, Inc.
Reliance Federal Credit Union
Residential Mortgage Assistance Enterprise, LLC
Resolution Capital Advisors, LLC
Ridgewood Savings Bank
Riggs Bank N.A.
Rochester Community Savings Bank
Roosevelt Management Company, LLC
RWT Holdings, Inc.
Ryland Acceptance Corporation Four
SACO I Trust 2005-GP1
SACO I Trust 2006-8
Salomon Brothers Realty Corp.
Saxon Mortgage Funding Corporation
Sea Breeze Financial Services, Inc.
Sebring Capital
Secured Bankers Mortgage Company
Security National

Security Pacific National Bank
Select Portfolio Servicing Inc.
Sequoia Funding Trust
Sequoia Residential Funding, Inc.
Shearson Lehman Government Securities, Inc.
Shellpoint Mortgage LLC
Sierra Pacific Mortgage, Inc.
Silver State Financial Services, Inc.
Silvergate Bank
Skyline Financial Corp.
SMFC Funding Corporation
SN Servicing Corporation
SNBOA, LLC
Southbank
Southern Pacific Thrift and Loan Association
SouthStar Funding, LLC
Southwest Savings and Loan Association
Sovereign Bank, FSB
Specialized Loan Servicing LLC
St. Paul Federal Bank for Savings
Stanwich Mortgage Acquisition Company, LLC
Sterling Savings Bank
Steward Financial, Inc.
Stonebridge Bank
Structured Asset Mortgage Investments II Inc.
Structured Asset Mortgage Investments, Inc.
Structured Asset Securities Corporation
Structured Mortgage Investments II Inc.
Summit Savings & Loan Association
Suntrust Asset Funding, LLC
Superior Bank
Susquehanna Bank
Syncora Guarantee Inc.
Taylor, Bean Whitaker
TCF National Bank
TCIF, LLC
TeleBank
Terwin Advisors LLC
Terwin Mortgage Trust 2006-6
Terwin Securitization LLC
The Canada Trust Company
The Chase Manhattan Bank
The First Boston Corporation
The First National Bank of Glens Falls
The Frost National Bank
The Mortgage Store Financial, Inc.
The New York Mortgage Company, LLC
The Travelers Indemnity Company
The Winter Group
Treasury Bank, N.A.
Tri Counties Bank
Tri Country Area Federal Credit Union
Truman Capital Securitization LLC
UBS Real Estate Securities Inc.
UBS Warburg Real Estate Securities Inc.
UBS Warburg, LLC
United Capital Mortgage, LLC
United Federal Savings Bank
United Financial Mortgage Corporation

United Savings Association of Texas, FSB
Unity Bank
Universal Master Servicing, LLC
US Bank Home Mortgage
USAA Federal Savings Bank
Valley Independent Bank
Vermont Mortgage Group, Inc.
Wachovia Bank, National Association
Wachovia Mortgage Corporation
Walter Mortgage Company
Washington Mutual Bank
Washington Mutual Mortgage Securities Corp.
Webster Bank
Western Financial Savings Bank, FSB
WestStar Mortgage, Inc.
Wilshire Credit Corporation
Winter Group
Witmer Funding LLC
WMCC Clayton / Washington Mutual Bank
WMD Capital Markets, LLC

Utilities

Abovenet Communications Inc.
AT&T
AT&T Mobility
Center Point Energy
CenturyLink
Cisco Systems Capital Corporation
City of Eden Prairie
Comcast
Dish Network
Genesys Conferencing
Global Capacity Group Inc.
IEX Corporation
Inova Solutions
Intercall
Intervoice Inc.
Level 3 Communications LLC
MediaCom
Micro-Tel Center
MidAmerican Energy
Sprint
Time Warner Cable
Time Warner Telecom
Verizon
Verizon Business
Verizon California
Verizon Wireless
Waste Management
Waterloo Water Works
Xcel Energy

Consolidated Top 50 Creditors

Aegis Usa Inc.
Alan Gardner
Allstate Insurance
Ambac Assurance Corp
Assured Guaranty Corp.
BNYMellon

Boilermaker Blacksmith National Pension Trust
Brian Kessler, et al
Cambridge Place Investment Management Inc.
Credstar
Deutsche Bank AG, New York
Deutsche Bank Trust Company Americas
Don E. Diane M. Patterson
Donna Moore
Emortgage Logic
Federal Home Loan Bank of Boston
Federal Home Loan Bank of Chicago
Federal Home Loan Bank of Indianapolis
Federal Housing Finance Agency
Financial Guaranty Insurance Co.
Huntington Bancshares Inc.
Indecomm Global Services
Iowa Public Employees Retirement System
Lehman Brothers Holdings, Inc.
Loan Value Group
Massachusetts Mutual Life Insurance Company
MBIA, Inc.
Midwest Operating Engineers Pension Trust Fund
National Credit Union Administration Board
New Jersey Carpenters Health Fund
New Jersey Carpenters Vacation Fund
Orange County Employees Retirement System
Police and Fire Retirement System of the City of
Detroit
Sealink Funding Limited
Steven And Ruth Mitchell
Stichting Pensioenfonds ABP
The Charles Schwab Corporation
The Union Central Life Insurance Company
Thrivent Financial for Lutherans
Tiffany Smith
US Bank
Wells Fargo & Company
Wells Fargo Bank N.A
West Virginia Investment Management Board
Western & Southern

Members of the Creditors' Committee

Allstate Life Insurance Company
AIG Asset Management (U.S.), LLC
The Bank of New York Mellon Trust Company,
N.A.
Deutsche Bank Trust Company Americas
Drennen, Rowena L.
Financial Guaranty Insurance Company
MBIA Insurance Corporation
U.S. Bank National Association
Wilmington Trust, N.A.

Rule 2004 Motion Parties

AlixPartners
Cerberus Capital Management, L.P.
Cerberus FIM Investors LLC
Cerberus FIM, LLC
FIM Holdings LLC

General Motors Company
Gibbs & Bruns, LLP
GMAC Bank
GMAC Commercial Finance, LLC
GMAC LLC
GMAC Mortgage Group, LLC
Houlihan Lokey
IB Finance Holding Company, LLC
Kelly Drye & Warren LLP
Kramer Levin et al
Moelis & Company
Morrison & Foerster LLP
Morrison Cohen LLP
National Motors Bank FSB
Ropes & Gray LLP
White & Case

SCHEDULE 2

Relationships with Potential Parties in Interest

Locke Lord currently represents and/or may in the future represent, in matters unrelated to these cases, the Potential Parties in Interest listed below. Any matter designated “Closed” refers to former client of Locke Lord for which Locke Lord has billed fees to the client within the two years prior to the Petition Date.

Potential Party in Interest	LLBL Client or Former Client	Open/Closed Matter(s)	Nature of Representation
Residential Capital, LLC	Former	Closed	Litigation
Homecomings Financial, LLC	Former	Closed	Litigation
Ally Financial, Inc.	Current	Open	Litigation
Citibank, N.A.	Current	Open	Litigation, Real Estate
Citigroup ST Global Markets, Inc.	Current	Open	Corporate, Real Estate
Citigroup Global Markets, Inc.	Current	Open	Corporate, Securities, Real Estate
Citimortgage, Inc.	Current	Open	Litigation
Wells Fargo Bank, N.A.	Current	Open	Litigation
Wells Fargo Bank Texas, N.A.	Former	Closed	Litigation
U.S. Bank, National Association	Current	Open	Litigation
Barclays Capital, Inc.	Current	Closed	Corporate
Berkshire Hathaway, Inc.	Current	Open	Litigation
Deutsche Bank Securities, Inc.	Current	Open	Securities
Allstate Insurance Corporation	Current	Open	Corporate, Real Estate
Allstate Life Insurance Company	Current	Open	Corporate, Real Estate
Federal Home Loan Bank of Chicago	Current	Open	Regulatory
Bank of America, N.A.	Current	Open	Litigation, Corporate
Bank of New York	Current	Open	Litigation
JP Morgan Chase Bank, N.A.	Current	Open	Corporate, Real Estate
Wachovia Bank, N.A.	Current	Open	Litigation
Deloitte & Touche	Current	Open	Litigation
KPMG, LLP	Current	Open	Litigation
Mesirow Financial	Current	Open	Corporate
Nationstar Mortgage, LLC	Current	Open	Litigation
Pricewaterhouse Coopers LLP	Current	Open	Litigation
Towers Watson	Current	Open	Corporate
Aurora Loan Services, Inc.	Current	Open	Litigation
SunTrust Bank	Former	Closed	Litigation
Federal Home Loan Mortgage Corporation	Current	Open	Litigation
Genworth Mortgage Insurance Corp.	Current	Open	Regulatory
Triad Guaranty Insurance Corporation	Current	Open	Litigation
HSBC Bank USA	Current	Open	Litigation
Wilmington Trust Company	Current	Open	Corporate
American Home Mortgage Servicing Inc.	Current	Open	Litigation

Comerica Bank	Former	Closed	Corporate
Fifth Third Bank	Current	Open	Corporate
First Horizon Home Loan Corporation	Former	Closed	Corporate
IndyMac Bank, FSB	Former	Closed	Corporate, Litigation
Lehman Brothers Holdings, Inc.	Current	Open	Corporate, Litigation
Litton Loan Servicing, LP	Current	Open	Litigation
MB Financial Bank, N.A.	Current	Open	Corporate, Litigation
Merrill Lynch & Co.	Current	Closed	Corporate
MidFirst Bank	Current	Open	Corporate
New York Life Insurance Company	Current	Open	Corporate
RBS Citizens, National Association	Current	Open	Real Estate
Saxon Mortgage Services, Inc.	Current	Open	Litigation
Select Portfolio Servicing, Inc.	Current	Open	Litigation
Specialized Loan Servicing, LLC	Current	Open	Litigation
Taylor Bean & Whitaker Mortgage Corporation	Former	Closed	Litigation
Frost Bank	Current	Open	Corporate
The Travelers Indemnity Company	Current	Closed	Litigation
WestStar Mortgage	Current	Open	Litigation
Abovet Communications, Inc.	Current	Open	Corporate
AT&T	Current	Open	Corporate
CenterPoint Energy	Current	Open	Corporate
Verizon Wireless	Current	Open	Corporate, Litigation
Thrivent Financial for Lutherans	Current	Open	Corporate
The Bank of New York Mellon Trust Company, NA	Current	Open	Corporate
Wilmington Trust, N.A.	Current	Open	Corporate
Cerberus Capital Management, LP	Current	Open	Litigation
Waste Management, Inc.	Current	Open	Corporate